

**City of Miami Beach - City Commission Meeting  
Commission Chambers, 3rd Floor, City Hall  
1700 Convention Center Drive  
February 4, 2004**

Mayor David Dermer  
Vice-Mayor Jose Smith  
Commissioner Matti Herrera Bower  
Commissioner Simon Cruz  
Commissioner Luis R. Garcia, Jr.  
Commissioner Saul Gross  
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez  
City Attorney Murray H. Dubbin  
City Clerk Robert E. Parcher

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**ATTENTION ALL LOBBYISTS**

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

**REGULAR AGENDA**

**R5 - Ordinances**

- R5A An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 3 Thereof Entitled "Lobbyists," Establishing Exemptions From Definition Of "Lobbyists," Amending Registration Fee Provisions, Expanding Contingency Fee Prohibition; Providing For Repealer, Severability, Codification, And An Effective Date. **10:30 a.m. Second Reading, Public Hearing** (Page 95)  
(City Attorney's Office)  
(First Reading on January 14, 2004)
- R5B An Ordinance Amending Chapter 6, "Alcoholic Beverages," Of The Code Of The City Of Miami Beach, Florida, By Amending Sections 6-40 And 6-41 "Total Nudity And Sexual Conduct Prohibited," And "Provisions Pertaining To Establishments Permitting Partial Or Total Nudity," To Allow Establishments Licensed As Alcoholic Beverage Establishments To Offer Partial And Total Nude Adult Entertainment; Providing For Codification, Repealer, Nonseverability, And An Effective Date. **10:35 a.m. Second Reading, Public Hearing** (Page 103)  
(Planning Department)  
(First Reading on January 14, 2004)

**R5 - Ordinances** (Continued)

- R5C An Ordinance Amending The Land Development Regulations Of The Miami Beach City Code; Amending Section 118-593, "Historic Preservation Designation"; Amending Section 118-593(E), "Delineation On Zoning Map"; Amending Section 118-593(E)(2), "Historic Preservation Districts (HPD)" By Designating The North Beach Resort Historic District, Consisting Of A Certain Area Which Is Generally Bounded By The Southern Lot Lines Of 6084 Collins Avenue, 6261 Collins Avenue, And 210-63rd Street To The South, The Center Line Of 71st Street To The North, The Center Line Of Collins Avenue And The Western Lot Lines Of Certain Properties Fronting On Collins Avenue To The West (Including 6084 Collins Avenue And 6300 Collins Avenue), And The Erosion Control Line Of The Atlantic Ocean To The East (Excluding 6605 Collins Avenue), As More Particularly Described Herein; Providing That The City's Zoning Map Shall Be Amended To Include The North Beach Resort Historic District; Adopting The Designation Report Attached Hereto As Appendix "A"; Providing For Inclusion In The Land Development Regulations Of The City Code, Repealer, Severability, And An Effective Date. **2:00 p.m. Second Reading, Public Hearing** (Page 118)  
(Planning Department)  
(First Reading, Public Hearing on January 14, 2004)

**R6 - Commission Committee Reports**

- R6A Verbal Report Of The Finance And Citywide Projects Committee Meeting January 28, 2004: **1)** Discussion Regarding Community Benefit Revisions For The Jackie Gleason Theater Of Performing Arts (TOPA); **2)** Discussion Of The Results Of Negotiations With Market Company, Inc.: a. Fees For Vendor/Merchant Spaces; b. Off-Duty Police; c. Fee/Concession Revenue; **3)** Discussion Regarding Old City Hall Structural Repairs; And **4)** Discussion Regarding The Proposed Amendments To The Beachfront Concession Agreement By And Between The City And Boucher Brothers, Miami Beach, LLC. (Page 146)
- R6B Verbal Report Of The Joint Finance & Citywide Projects And Neighborhood/Community Affairs Committee On January 28, 2004: **1)** A Presentation And Discussion Of The Basis Of Design Report For Phase II Of The South Point Neighborhood Right Of Way Improvement Project. (Page 148)

**R7 - Resolutions**

- R7A A Resolution Approving And Officially Adopting The South Pointe Neighborhood Basis Of Design Report, Which Identifies And Describes RDA-Funded Streetscape, Water, And Stormwater Capital Improvements To Be Implemented Through Phase II Of The South Pointe Neighborhood Right Of Way Improvement Project. (Page 151)  
(Capital Improvement Projects)



**R7 - Resolutions** (Continued)

- R7B A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals Received Pursuant To Request For Qualifications (RFQ) No. 69-02/03, For Architectural, Engineering, Design And Construction Administration Services Needed To Plan, Design, And Construct A Multipurpose Parking Facility On The Current Site Of The City Hall Surface Parking Lot; Authorizing The Administration To Enter Into Negotiations With The Top Ranked Firm Of Perkins And Will, And Should The Administration Not Be Able To Successfully Negotiate An Agreement With Perkins And Will; Authorizing The Administration To Enter Into Negotiations With The Second Ranked Firm Of Zyscovich, Inc. (Page 162)  
(Capital Improvement Projects)
- R7C A Resolution Approving Amendment Number 5 To The Architectural And Engineering Agreement With Robert A. M. Stern Architects, Reallocating \$136,000 From Other Portions Of The Agreement, And Allocating \$84,000 From The Regional Library Project Contingency For Additional Construction Administration Services Required To Complete The Construction Of The Miami Beach Regional Library. (Page 309)  
(Capital Improvement Projects)
- R7D Construction Of MacArthur Causeway Watermain And Terminal Island Pump Station
1. A Resolution Authorizing The Mayor And City Clerk To Award A Contract To Widell, Inc., The Lowest And Best Bidder, Pursuant To The Invitation To Bid No. 50-02/03, For The Construction Of The MacArthur Causeway 20-Inch Watermain And Terminal Island Water Booster Pump Station (The Project), In The Amount Of \$2,602,500; And, Further Affirming The Development Regulations, Pursuant To Section 142-425(A) Of The Land Development Regulations Applicable To The Terminal Island Water Booster Pump Station Project Site; Conveyed By FDOT To The City Of Miami Beach For The Construction Of A Pump Station And Converted To Government Use (GU) District, Pursuant To Section 142-425(A) Of The Code Of The City Of Miami Beach; Setting An Effective Date.
  2. A Resolution Authorizing The Mayor And City Clerk To Execute Amendment No. 12 In The Amount Of \$287,507, To An Existing Agreement Between The City Of Miami Beach And Camp, Dresser & McKee, Inc. (CDM), Dated July 21, 1992, To Now Provide Architectural, Engineering And Construction Administration Services For The Project Identified As The MacArthur Causeway 20-Inch Water Main And Terminal Island Water Booster Pump Station; Setting An Effective Date. (Page 340)  
(Capital Improvement Projects)
- R7E A Resolution Approving An Amendment To That Certain Lease Agreement Between The City Of Miami Beach (Tenant) And Gloria Miller-Rosenthal (Landlord), In The Monthly Amount Of \$10,500, For The Property Located At 1833 Bay Road, Miami Beach, Florida, That Is Being Used For Certain Police Department Operations And For The Parking Department Sign Division, Including Extending The Term Of Said Agreement, On A Month-To-Month Basis, During Which Time Development Of Alternate Facilities To Relocate The Respective Police And Parking Department Operations Are Being Completed; And Further Authorizing The Mayor And City Clerk To Execute Said Amendment To Lease Agreement. (Page 377)  
(Economic Development)

**R9 - New Business and Commission Requests**

R9A Board and Committee Appointments. (Page 451)  
(City Clerk's Office)

R9A(1) Appointments To The Art In Public Places Committee. (2:00 p.m.) (Page 457)  
R9A(2) Appointments To The Board Of Adjustment.  
R9A(3) Appointments To The Budget Advisory Committee.  
R9A(4) Appointments To The Health Advisory Committee.  
R9A(5) Appointments To The Health Facilities Authority Board.  
R9A(6) Appointments To The Historic Preservation Board.  
R9A(7) Appointments To The Normandy Shores Local Government Neighborhood Improvement.  
R9A(8) Appointments To The Oversight Committee For General Obligation Bond.  
R9A(9) Appointments To The Personnel Board.  
R9A(10) Appointments To The Visitor & Convention Authority.

R9B(1) Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 459)  
R9B(2) Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)

R9C Discussion Regarding Giving Consulates Stationed In Miami-Dade County Parking Permits.  
(Page 461)

(Requested By Commissioner Simon Cruz)  
(Deferred from January 14, 2004)

R9D Discussion Regarding Convention Development Tax. (Page 463)  
(Requested by Mayor David Dermer)

R9E Discussion Regarding Waiver Of Conflict Of Interest By Boies, Schiller & Flexner LLP. (Page 465)  
(City Attorney's Office)

R9F Discussion Regarding Possible Settlement Of Angelo Paloumbis Vs. City Of Miami Beach, Case No.  
3D02-809, Third District Court Of Appeal Of Florida. (Page 469)

(City Attorney's Office)  
**(Documents in Legal - To be Submitted)**

R9G Discussion Regarding Possible Settlement Of Claude Tunc And Martine Tunc, As Personal  
Representatives Of The Estate Of Stephanie Tunc, And Sandrine Tunc Vs. City Of Miami Beach,  
Case No. 03-21813 CA 20, 11th Judicial Circuit Court Of Florida. (Page 471)

(City Attorney's Office)  
**(Documents in Legal - To be Submitted)**

R9H Discussion Regarding Reconsideration Of The Second Reading Public Hearing Ordinance Dealing  
With The CCC District/Waiver Of Development Regulations. (Page 473)  
(Requested by Commissioner Saul Gross)

**R10 - City Attorney Reports****R10A Notice Of Closed Executive Session. (Page 480)**

Pursuant To Section 286.011, Florida Statutes, A Closed Executive Session Will Be Held During Lunch Recess Of The City Commission Meeting On February 4, 2004 In The City Manager's Large Conference Room, Fourth Floor, City Hall, To Discuss Pending Litigation On The Following Cases:

West Side Partners, Ltd., A Florida Limited Partnership; East Coastline Development, Ltd., A Florida Limited Partnership; 404 Investments, Ltd., A Florida Limited Partnership; Azure Coast Development, Ltd., A Florida Limited Partnership; Beachwalk Development Corporation, A Florida Corporation; Portofino Real Estate Fund, Ltd., A Florida Limited Partnership; St. Tropez Real Estate Fund, Ltd., A Florida Limited Partnership; And Sun & Fun, Inc., A Florida Corporation, Vs. City Of Miami Beach, A Florida Municipal Corporation. Eleventh Judicial Circuit, General Jurisdiction, Case No. 98-13274 CA-30.

East Coastline Development, Ltd., A Florida Limited Partnership Vs. City Of Miami Beach, A Florida Municipal Corporation. Circuit Court Of The Eleventh Judicial Circuit Of Florida, General Jurisdiction Division, Case No. 01-26231 CA 32 (Removed To US Dist. Court, So. Dist. Of Fla. Case No. 01-4921 CIV-MORENO)

East Coastline Development, Ltd., A Florida Limited Partnership, And Catherine F. Colonnese, A Registered Voter In The City Of Miami Beach, Florida, Vs. City Of Miami Beach, A Florida Municipal Corporation. Circuit Court Of The Eleventh Judicial Circuit Of Florida, General Jurisdiction Division, Case No. 01-25812 CA 30 (On Appeal In Third District Court Of Appeal Case No. 3D01-3350)

East Coastline Development, Ltd Vs. City Of Miami Beach And The State Of Florida, Department Of Community Affairs. State Of Florida, Division Of Administrative Hearing Case No. 02-3283

The Following Individuals Will Be In Attendance: Mayor David Dermer; Members Of The Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith And Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Chief Deputy City Attorney Donald M. Papy, First Assistant City Attorney Debora Turner, First Assistant City Attorney Gary Held, Special Counsels Richard Ovelmen And Dan Paul.

**R10B Notice Of Closed Executive Session. (Page 482)**

Pursuant To Section 768.28, Florida Statutes, A Closed Executive Session Will Be Held During Lunch Recess Of The City Commission Meeting On February 4, 2004, To Discuss The Following Risk Management Case:

Angelo Paloumbis Vs. City Of Miami Beach, A Municipal Corporation. The District Court Of Appeal, Third District, Case No. 3D02-809

The Closed Executive Session Will Be Held In The City Manager's Large Conference Room, Fourth Floor, City Hall.

## Reports and Informational Items

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|---|--|
| A | Status Report On The Rehabilitation Project Of The Existing Building And The Addition To Fire Station No. 2. (Page 485)<br>(Capital Improvement Projects)  |
| B | Status Report On The Rehabilitation Project Of Fire Station No. 4. (Page 487)<br>(Capital Improvement Projects)  |
| C | Status Report On The Scott Rakow Youth Center. (Page 489)<br>(Capital Improvement Projects)  |
| D | Informational Report To The Mayor And City Commission, On Federal, State, Miami-Dade County, And All Existing City Contracts For Renewal Or Extensions In The Next 180 Days. (Page 493)<br>(Procurement) |

**End of Regular Agenda**

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
<http://ci.miami-beach.fl.us>



## OFFICE OF THE CITY CLERK

### HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON CHANNEL 20, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE AT 9:00 AM. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

1. DR. STANLEY SUTNICK CITIZENS' FORUM will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 1:30 p.m and 5:30 p.m. Approximately thirty (30) minutes will be allocated per session for each of the subjects to be considered, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this forum.
2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the City Clerk's Office on the Monday prior to the Commission regular meeting. The complete Agenda, including all backup material, is available for inspection the Monday and Tuesday prior to the Commission meeting at the City Clerk's Office and at the following Miami Beach Branch Libraries: Main, North Shore, and South Shore. The information is also available on the City's website which is - <http://ci.miami-beach.fl.us>.
3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office no later than noon on Tuesday of the week prior to the scheduled Commission meeting to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.
4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on items listed on the Agenda may call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m. on the Tuesday prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.
5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, with the approval of the City Commission, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the City Clerk's Office in advance of the meeting. All persons wishing to speak at a public hearing may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.
6. If a person wishes to address the Commission on an emergency matter, which is not listed on the agenda, there will be a period of fifteen minutes total allocated at the commencement of the Commission Meeting at 9:00 a.m. when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor and the City Commission. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes.

**CITY OF MIAMI BEACH**

**2004 CITY COMMISSION AND  
REDEVELOPMENT AGENCY MEETINGS**

January 14 (Wednesday)

February 4 (Wednesday)

February 25 (Wednesday)

March 17 (Wednesday)

April 14 (Wednesday)

May 5 (Wednesday)

May 26 (Wednesday)

June 9 (Wednesday)

July 7 (Wednesday)

July 28 (Wednesday)

**August City Commission in Recess – NO MEETINGS**

September 8 (Wednesday)

October 13 (Wednesday)

November 10 (Wednesday)

December 8 (Wednesday)

**R5  
ORDINANCES**

**R5  
ORDINANCES**

**R5  
ORDINANCES**

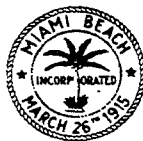
**R5  
ORDINANCES**

**R5  
ORDINANCES**

OFFICE OF THE CITY ATTORNEY

*City of Miami Beach*

F L O R I D A



**MURRAY H. DUBBIN**  
City Attorney

Telephone: (305) 673-7470

Telecopy: (305) 673-7002

**COMMISSION MEMORANDUM**

**TO:** Mayor David Dermer  
Members of the City Commission

**DATE:** February 4, 2004

**FROM:** Murray H. Dubbin  
City Attorney

**SUBJECT:** Ordinance amending City Code Chapter 2 regarding "Lobbyists"

The attached ordinance, amending several provisions in Chapter 2 of the Miami Beach City Code regarding "Lobbyists", is being presented primarily as a housekeeping matter; the amendments reflect those enacted by the Miami-Dade County Commission in May, 2003 with regard to the County's laws on Lobbyists.

Most significantly, the attached proposal redefines in part the definition of "lobbyists" by excluding certain categories of individuals from its application.

This matter has been reviewed by the Community Affairs Committee and approved for presentation to the City Commission.

Further, amendments made by the City Commission during first reading on January 14, 2004, are incorporated and noted herein, as well as certain additional housekeeping changes including language defining the terms "Neighborhood Association" and "Community Based Organization".

Agenda Item RSA  
Date 2-4-04

1700 Convention Center Drive -- Fourth Floor -- Miami Bea



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 3 THEREOF ENTITLED "LOBBYISTS," ESTABLISHING EXEMPTIONS FROM DEFINITION OF "LOBBYIST," AMENDING REGISTRATION FEE PROVISIONS, EXPANDING CONTINGENCY FEE PROHIBITION; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**SECTION 1.** That Miami Beach City Code Chapter 2, Article VII, Division 3 entitled "Lobbyists," is hereby amended to read as follows:

**Sec. 2-481. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Advisory personnel means the members of those city boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commissioners.

Autonomous personnel includes but is not limited to the members of the housing authority, personnel board, pension boards, and such other autonomous or semi-autonomous authorities, boards and agencies as are entrusted with the day-to-day policy setting, operation and management of certain defined functions or areas of responsibility.

Commissioners means the mayor and members of the city commission.

**Community Based Organization means a not-for-profit association or corporation organized under state or local law to engage in community development activities (including, but not limited to, housing and economic development activities) and has as its primary purpose the improvement of the physical, economic or social environment by addressing one or more of the critical needs of the area, with particular attention to the needs of people with low or moderate incomes.**

Departmental personnel means the city manager, all assistant city managers, all department heads, the city attorney, chief deputy city attorney and all assistant city attorneys; however, all departmental personnel when acting in connection with administrative hearings shall not be included for purposes of this division.

Lobbyist means all persons employed or retained, whether paid or not, by a principal who seeks to encourage the passage, defeat or modification of any ordinance, resolution, action or decision of any commissioner; any action, decision, recommendation of the city manager or any city board or committee; or any action, decision or recommendation of any city personnel defined in any manner in this section, during the time period of the entire decision-making process on such action, decision or recommendation that foreseeably will be heard or reviewed by the city commission, or a city board or committee. The term specifically includes the principal as well as any agent, attorney, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, attorney, officer or employee. as well as any employee whose normal scope of employment includes engaged in lobbying activities. The term "Lobbyist"

***Bolded/Italicized language reflects amendments made between first and second reading.***

specifically excludes the following persons:

Expert witnesses who provide only scientific, technical or other specialized information or testimony in public meetings; any person who only appears as a representative of a neighborhood association without compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support of or opposition to any item; and any person who only appears as a representative of not-for-profit community based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance.; and employees of a principal whose normal scope of employment does not include lobbying activities.

The persons specifically excluded above from the definition of “lobbyist” shall, prior to communicating with subject city personnel, disclose in writing to the city clerk, their name, address, and principal on whose behalf they are communicating.

*Neighborhood Association means an organization of residential homeowners and tenants created to address quality of life issues in a defined neighborhood or community.*

Quasi-judicial personnel means the members of the planning board, the board of adjustment and such other boards and agencies of the city that perform such quasi-judicial functions. The nuisance abatement board, special master hearings and administrative hearings shall not be included for purposes of this division as to those individuals compelled to appear before said agencies.

#### **Sec. 2-482. Registration.**

- (a) All lobbyists shall, before engaging in any lobbying activities, register with the city clerk. Every person required to register shall register on forms prepared by the clerk, pay a registration fee of ~~\$125.00~~ \$25.00, as specified in appendix A and state under oath:
  - (1) His name;
  - (2) His business address;
  - (3) The name and business address of each person or entity which has employed the registrant to lobby;
  - (4) The commissioner or personnel sought to be lobbied; ~~and~~
  - (5) The specific issue on which he has been employed to lobby; and
  - (6) The terms and amount of compensation to be paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged to lobby. (See, Code Section 2-485, herein.)
- (b) Any change to any information originally filed, or any additional city commissioner or personnel who are also sought to be lobbied shall require that the lobbyist file an amendment to the registration forms, although no additional fee shall be required for such amendment. The lobbyist has a continuing duty to supply information and amend the forms filed throughout the period for which the lobbying occurs.
- (c) If the lobbyist represents a corporation, partnership or trust, the chief officer, partner or beneficiary shall also be identified. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five percent or more ownership interest in such corporation, partnership, or trust.
- (d) *Separate registration shall be required for each principal represented on each specific issue. Such issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable of a pending request for a proposal, invitation to bid, or public hearing number. ~~The city clerk shall reject any registration statement not providing a description of the specific issue on which such lobbyist has been employed to lobby.~~*
- (e)~~(d)~~ Each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal.

<b><i>Bolded/Italicized language reflects amendments made between first and second reading.</i></b>
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- (f)(e) *In addition to the \$25.00 per issue registration fee required in subsection (a) of this section,* registration of all lobbyists shall be required prior to October 1 of ~~every even-numbered~~ each year; and the fee for ~~biennial~~ annual registration shall be \$125.00, as specified in appendix A.
- (g)(f) ~~In addition to the matters addressed above, e~~ Every registrant shall be required to state the extent of any business, financial, familial or professional relationship, or other relationship giving rise to an appearance of an impropriety, with any current city commissioner or city personnel who is sought to be lobbied as identified on the lobbyist registration form filed.
- (h)(g) The registration fees required by subsections (a) and (f) of this section shall be deposited by the clerk into a separate account and shall be expended ~~only to cover the~~ for the purpose of recording, transcribing, administration, and other costs incurred in administering the provisions of this division maintaining these records for availability to the public. There shall be no fee required for filing a notice of withdrawal, and the ~~city manager shall~~ city commission may in its discretion, waive the registration fee upon a finding of financial hardship, ~~based upon a sworn statement of the applicant.~~ Prior to conducting any lobbying ~~on a matter~~, all lobbyists ~~subject to the registration requirements of this section~~ principals must file a form with the city clerk, signed by the principal or the principal's representative, stating under oath that the lobbyist is authorized to represent the principal. Failure of a principal to file the form required by the preceding sentence may be considered in the evaluation of a bid or proposal as evidence that a proposer or bidder is not a responsible contractor. Each principal shall file a form under oath with the city clerk at the point in time at which a lobbyist is no longer authorized to represent the principal. Any person (except those exempt from the definition of "lobbyist" as set forth in Section 2-481 above) who only appears as a representative of a ~~nonprofit not-for-profit~~ corporation or entity (such as ~~a charitable organization, a neighborhood or homeowner association, a local chamber of commerce or a trade association or trade union~~), without special compensation or reimbursement for the appearance, whether direct, or indirect ~~or contingent~~, to express support of or opposition to any item, shall ~~not be required to register with the clerk as required by this section but, shall not be required to pay any registration fees.~~ Copies of registration forms shall be furnished to each commissioner or other personnel named on the forms.
- (i)(h) All members of the city commission and all city personnel shall be diligent to ascertain whether persons required to register pursuant to this section have complied ~~with the requirements of this division.~~ Commissioners or city personnel may not knowingly permit themselves to be lobbied by a person who is not registered pursuant to this section to lobby the commissioner or the relevant committee, board or city personnel.
- (j)(i) The city clerk shall publish logs on a quarterly and annual basis reflecting the lobbyist registrations filed. All logs required by this section shall be prepared in a manner substantially similar to the logs prepared for the state legislature pursuant to F.S. § 11.045.

#### **Sec. 2-483. Exceptions to registration.**

- (a) Any public officer, employee or appointee or any person or entity in contractual privity with the city who only appears in his official capacity shall not be required to register as a lobbyist.
- (b) Any person who only appears in his individual capacity at a public hearing before the city commission, planning board, board of adjustment, or other board or committee and has no other communication with the personnel defined in section 2-481, for the purpose of self-representation without compensation or reimbursement, whether direct, indirect or contingent, to express support of or opposition to any item, shall not be required to register as a lobbyist, including but not limited to those who are members of homeowner or neighborhood associations. All speakers shall, however, sign up on forms available at the public hearing. Additionally, any person requested to appear before any city personnel, board or commission, or any person compelled to answer for or appealing a code violation, a nuisance abatement board hearing, a special master hearing or an administrative hearing shall not be required to register, nor shall any agent, attorney, officer or employee of such person.

#### **Sec. 2-484. Sign-in logs.**

In addition to the registration requirements addressed above, all city departments, including the offices of the mayor and city commission, the offices of the city manager, and the offices of the city attorney, shall maintain signed sign-in logs for all noncity employees or personnel for registration when they meet with any personnel as defined in section 2-481.

#### **Sec. 2-485. List of expenditures; fee disclosure; reporting requirements.**

- (a) On October 1 of each year, lobbyists subject to lobbyist registration requirements shall submit to the city clerk a signed statement under oath as provided herein listing all lobbying expenditures, as well as compensation received, for the preceding calendar year with regard to the specific issue on which the lobbyist has been engaged to lobby. A statement shall be filed even if there have been no expenditures or compensation during the reporting period. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events.
- (b) Each lobbyist and his/her principal shall, before engaging in any lobbying activities, submit to the city clerk a joint signed statement under oath disclosing the terms and amount of compensation to be paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged to lobby. If no compensation will be paid concerning the subject lobby services, a statement shall nonetheless be filed reflecting as such.
- ~~(c)~~ Any person who only appears as a representative of a nonprofit corporation or entity (such as a charitable organization, a neighborhood or home owner association, a local chamber of commerce or trade union), without special compensation for the appearance, whether direct or indirect, to express support of or opposition to any item, shall, in addition to not having to register as a lobbyist per subsection 2-482(h), be further exempt from this section's requirement of fee disclosure.
- ~~(d)~~(c) Any change to information originally filed shall require that the lobbyist (and principal under subsection (b) above) file, within three business days from such changed circumstances, a signed statement under oath amending the above-referenced reports; additionally, in the event official action on the specific lobbied issue is scheduled to occur during said three day period, the lobbyist and principal shall prior to said official action, further disclose the amendment by publicly stating on the record at which the official action is to occur the subject amendment. The lobbyist and principal have a continuing duty to supply accurate information and amend said reports when so needed.
- ~~(e)~~(d) The city clerk shall notify any lobbyist (or principal) who fails to timely file the expenditure or fee disclosure reports referenced in sections (a) and (b) above. In addition to any other penalties which may be imposed as provided in section 2-485.1, a fine of \$50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by December 1 shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the Miami Dade County Ethics Commission.
- ~~(f)~~(e) The city clerk shall notify the Miami-Dade County Commission on Ethics and Public Trust of the failure of a lobbyist (or principal) to file either of the reports referenced above and/or pay the assessed fines after notification.
- ~~(g)~~(f) A lobbyist (or principal) may appeal a fine and may request a hearing before the Miami-Dade Commission on Ethics and Public Trust. A request for a hearing on the fine must be filed with the Miami-Dade Commission on Ethics and Public Trust within 15 calendar days of receipt of the notification of the failure to file the required disclosure form. The Miami-Dade Commission on Ethics and Public Trust shall have the authority to waive the fine, in whole or in part, based on good cause shown.

#### **Sec. 2-485.1. Penalties.**

- (a) A finding by the Miami-Dade County Commission on Ethics and Public Trust that a person has violated this division shall subject said person to those penalties set forth within subsections 2-11.1(s)

and ~~(u)~~(z) of the Metropolitan Dade County Code, said penalties including admonition, public reprimand, fines, as well as prohibitions from registering as a lobbyist or engaging in lobbying activities before the city.

Also, a bidder or proposer shall be subject to the debarment provisions of ~~sections 2-397 through 2-406~~ Miami Beach City Code Chapter 2, Division 5 as if the bidder or proposer were a contractor where the bidder or proposer has violated this division either directly or indirectly or any combination thereof, on three or more occasions. As used herein, a "direct violation" shall mean a violation committed by the bidder or proposer and an "indirect violation" shall mean a violation committed by a lobbyist representing said bidder or proposer. A contract entered into in violation of this division shall also render the contract voidable. The city manager shall include the provisions of this subsection in all city bid documents, RFP, RFQ, RFLI; provided, however, that failure to do so shall not render any contract entered into as the result of such failure illegal per se.

- (b) Except as otherwise provided in subsection (a) herein, the validity of any action or determination of the city commission or city personnel, board or committee, shall not be affected by the failure of any person to comply with the provisions of this division.

#### **Sec. 2-485.2. Prohibited lobbying activities.**

Any person or entity retained as a lobbyist by the city is prohibited from lobbying any city officer, departmental personnel or employee in connection with any judicial or other proceeding, application, RFP, RFO, RFLI, bid, request for ruling or other determination, contract or controversy on behalf of a third party for the length of the contract or other agreement between the lobbyist and the city.

#### **Sec. 2-485.3. Contingency fee prohibited.**

No person or entity may, in whole or in part, pay, give or agree to pay or give a contingency fee to a ~~lobbyist~~ another person. No ~~lobbyist person~~ may, in whole or in part, receive or agree to receive a contingency fee. As used herein, "contingency fee" means a fee, bonus, commission, or nonmonetary benefit as compensation which is dependent on or in any way contingent on the passage, defeat, or modification of: (1) an ordinance, resolution, action or decision of the city commission; (2) any action, decision or recommendation of the city manager or any city board or committee; or (3) any action, decision or recommendation of city personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the city commission, or a city board or committee.

### **SECTION 2. REPEALER**

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

### **SECTION 3. SEVERABILITY**

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

### **SECTION 4. CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article," or other appropriate word.

**SECTION 5. EFFECTIVE DATE**

This Ordinance shall take effect the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

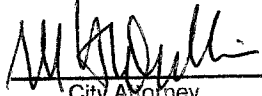
**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

1-27-04  
Date

*Jo*

## CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS



**NOTICE IS HEREBY** given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, February 4, 2004, at the times listed below**, to consider the following:

**at 10:30 a.m.:**

AN ORDINANCE AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 3 THEREOF ENTITLED "LOBBYISTS," ESTABLISHING EXEMPTIONS FROM DEFINITION OF "LOBBYISTS," AMENDING REGISTRATION FEE PROVISIONS, EXPANDING CONTINGENCY FEE PROHIBITION; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Inquiries may be directed to the Legal Department at (305) 673-7470.

**at 10:35 a.m.:**

AN ORDINANCE AMENDING CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING SECTIONS 6-40 AND 6-41 "TOTAL NUDITY AND SEXUAL CONDUCT PROHIBITED," AND "PROVISIONS PERTAINING TO ESTABLISHMENTS PERMITTING PARTIAL OR TOTAL NUDITY," TO ALLOW ESTABLISHMENTS LICENSED AS ALCOHOLIC BEVERAGE ESTABLISHMENTS TO OFFER PARTIAL AND TOTAL NUDE ADULT ENTERTAINMENT; PROVIDING FOR CODIFICATION, REPEALER, NONSEVERABILITY, AND AN EFFECTIVE DATE.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk  
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service). (Ad #0239)

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

An ordinance amending the City Code Sections 6-40 and 6-41 to permit the sale of alcoholic beverages in totally nude adult establishments.

**Issue:**

The City Code does not permit the sale of alcoholic beverages in adult establishments that permit total nudity.

It is important to note that any alcoholic beverage establishment or restaurant with entertainment and an occupancy load of 200 persons or more will be required to obtain a Conditional Use Permit as a Neighborhood Impact Establishment pursuant to Section 142-1361. Conditional Use Permits are granted by the Planning Board at a public hearing, at which parties in interest and citizens have an opportunity to be heard.

**Item Summary/Recommendation:**

The Administration recommends that the City Commission review the additional information requested and if the issues have been answered in a satisfactory manner, adopt the ordinance.

**Advisory Board Recommendation:**

At the October 28, 2003 meeting, the Planning Board, after a lengthy discussion, a motion was made to make a recommendation to the City Commission that although the Board is in favor of permitting the sale of alcoholic beverages in totally nude adult entertainment establishments, it strongly recommends against adoption of the proposed ordinance at this time; instead, the Board recommends that the ordinance be continued so that staff can address a number of issues.

At the January 27, 2004 meeting, the Planning Board made a motion to ask the City Commission, knowing that although the Commission has already acted on first reading regarding the alcohol and nudity ordinance, to address the issues raised by the Board. Otherwise delay action on approving the ordinance, and if the Commission so wishes, the Board will address and finalize those items not addressed. The motion was approved unanimously 7-0.

At the December 9, 2003 meeting of the Community Affairs Committee, a motion was made to recommend to the City Commission the Ordinance reviewed by the Planning Board, and additionally to prohibit patrons under 21 years of age unless a full kitchen is provided and operated.

The ordinance was also reviewed by the Commission on the Status of Women Committee where a motion passed 12-4 to permit the alcoholic beverages to be served only from 6 p.m. - 5 a.m. and, that the City Commission limit the number of these types of establishments located within the City.

The Nightlife Industry Task Force also reviewed the proposed ordinance and stated several objections, including how these venues would compete with existing nightclubs particularly size.


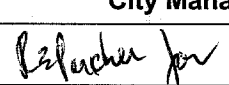
**Financial Information:**

Source of Funds:		Amount	Account	Approved
Finance Dept.	Total			

**City Clerk's Office Legislative Tracking:**

Mercy Lamazares/Jorge Gomez/Gary Held

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM RSB  
DATE 2-4-04



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Second Reading**

**Subject:** Sale of Alcohol in Nude Establishments

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING SECTIONS 6-40 AND 6-41 "TOTAL NUDITY AND SEXUAL CONDUCT PROHIBITED," AND "PROVISIONS PERTAINING TO ESTABLISHMENTS PERMITTING PARTIAL OR TOTAL NUDITY," TO ALLOW ESTABLISHMENTS LICENSED AS ALCOHOLIC BEVERAGE ESTABLISHMENTS TO OFFER PARTIAL AND TOTAL NUDE ADULT ENTERTAINMENT; PROVIDING FOR CODIFICATION, REPEALER, NONSEVERABILITY, AND AN EFFECTIVE DATE.**

### **ADMINISTRATION RECOMMENDATION**

The Administration recommends that the City Commission review the additional information requested and if the issues have been answered in a satisfactory manner, adopt the ordinance.

### **BACKGROUND**

At the July 2, 2003 meeting of the City Commission, this item was referred to the Planning Board for its review and comment. The City Commission also expressed the sentiment that they were generally in agreement with the serving of alcohol in totally nude adult establishments, but cited concerns such as controlling proliferation, hours of operation, security, and a kitchen component. The Commission also requested that the Planning Board's recommendation be referred to the Community Affairs Committee for further discussion. The Commission expressed concerns regarding unintended consequences that could not be foreseen at this time and requested that the Planning Board discuss the issues of touching performers, lap dancing, signage, hours of operation, distance separation, kitchen, size of the club, and gratuity, among others.

The Commission also had a lengthy discussion relative to the quality of these venues and that if the sale of alcoholic beverages is going to be permitted in totally nude clubs, they should be elegant, not sleazy; and that one of the criteria should be the issue of security. The Commission believed that there has to be sufficient security provided to insure that the laws are observed. They also requested to include in the ordinance a provision which

states that if the law is violated, willfully or wantonly, the privilege of having this type of establishment would be revoked.

## **ANALYSIS**

It is important to note that any alcoholic beverage establishment or restaurant, with an occupancy load of 200 persons will be required to obtain a Conditional Use Permit pursuant to Section 142- 1361 of the City Code which states:

For the purpose of this division, the following terms, phrases and words shall have the meaning given in this section:

Entertainment means any live show or live performance or music amplified or non-amplified. Exceptions: Indoor movie theater; big screen television and/or background music, amplified or non-amplified, played at a volume that does not interfere with normal conversation.

Neighborhood impact establishment means:

- (1) An alcoholic beverage establishment or restaurant, not also operating as an entertainment establishment or dance hall (as defined in section 114-1), with an occupant content of 300 or more persons as determined by the chief fire marshal; or
- (2) An alcoholic beverage establishment or restaurant, which is also operating as an entertainment establishment or dance hall (as defined in section 114-1), with an occupant content of 200 or more persons as determined by the chief fire marshal.

The Conditional Use process requires an application to appear before the Planning Board at a public hearing, at which parties in interest and citizens have an opportunity to be heard. Approximately 15 days prior to the public hearing date, a description of the request, and the time and place of such hearing is posted on the property and advertised in a paper of general paid circulation in the community. Notice is also given by mail to the owners of record of land lying within 375 feet of the property.

In reviewing an application for a neighborhood impact establishment, the Planning Board shall apply supplemental review guidelines criteria as listed in Section 142-1362 of the City Code in addition to the standard review guidelines for conditional uses.

Should an applicant not agree with the determination or believes that an error has been made by an administrative official in the enforcement of the Land Development Regulations of the City Code with regard to the determination of the use of a property as an outdoor entertainment establishment, open air entertainment, neighborhood impact establishment, or after-hours dance hall, Section 142-1363 of the City Code specifies that such appeal shall be to the Zoning Board of Adjustment.

\* \* \*

As requested by the Commission, the issue of the sale of alcoholic beverages in totally nude establishments has been discussed by various committees. The following is a summary of those discussions.

#### Planning Board Review

The Planning Board discussed the matter at its October 28, 2003 meeting. After a lengthy discussion a motion was made to make a recommendation to the City Commission that although the Board is in favor of permitting the sale of alcoholic beverages in totally nude adult entertainment establishments, it strongly recommends against adoption of the proposed ordinance at this time; instead, the Board recommends that the ordinance be continued so that staff can address a number of issues:

- Should the sale of alcoholic beverages in totally nude adult establishments happen only in very large venues or smaller venues that may be easier to regulate.
- What kind of amenities would be offered.
- How many – concentration within an area – strict standards on concentration. There is a need to develop objective criteria with greater flexibility in terms of type of establishment and strong restrictions as to location and concentration.
- Compatibility within underlying zoning and adjacent residential neighborhoods and schools.
- What will the clubs look like – make the facilities better looking.
- Legal has new material that should be carefully evaluated to create a stronger legal base for any ordinance the City may adopt.
- Address the issue of sex parity in the treatment of female and male performers.

The motion was approved 5-0.

At the January 27, 2004 meeting, the Planning Board made a motion to ask the City Commission, knowing that although the Commission has already acted on first reading regarding the alcohol and nudity ordinance, to address all the issues raised by the Board. Otherwise delay action on approving the ordinance, and if the Commission so wishes, the Board will address and finalize those items not addressed. The motion was approved unanimously 7-0.

Nightlife Industry Task Force ("Nite")

At its October 1, 2003 meeting, the following comments were made:

- David Kelsey raised issues regarding the requirement to have a full service restaurant, which is required in all establishments that have partial nudity.
- Roman Jones expressed concerns on how this ordinance amendment will create added competition with existing nightclubs, particularly large venues.
- Steve Polisar asked if the NITE findings can be expressed to the Planning Board.
- Size of venue that this would enable would become a major competitor with Crobar and other venues.
- Proliferation of venues raises a concern.
- Both sexes should not be discriminated.
- Mark Levanthal recommended a restriction that no patron dancing should be permitted so that this does not become a nightclub with patrons dancing with nude dancers.
- An additional discussion item concerns the ability for an establishment with total nudity that maintains a full-service restaurant may have all ages.
- David Wallack felt that NITE should not compare importance of this legislation vs. other legislation but recognize the City pushed business away.
- Roman Jones/Steve Polisar requested if impact establishments will still need Planning Board approval if they have a minimum of 250 seats. Steve Polisar suggested that it may not compete.

Commission On The Status Of Women Committee

At its meeting on October 14, 2003, the Committee approved the following motion by a vote of 12 in favor and 4 opposed:

The Commission on the Status of Women is opposed to the objectification of women, but recognizes women's rights to make their own choices, be autonomous and earn a living wage.

The Committee therefore requests the following restrictions to the proposed Ordinance for the benefit of these women and the children of our community:

1. Alcoholic beverages be served only from 6 p.m. – 5 a.m. and,
2. That the City Commission limit the number of these types of establishments located within the City.

Community Affairs Committee

At its December 9, 2003 meeting, a motion was made to recommend to the City Commission the Ordinance reviewed by the Planning Board, additionally to prohibit patrons under 21 years of age unless a full kitchen is provided and operated.

Commissioner Cruz will provide guidance to the proponent of the Ordinance regarding a modification to the sign. Any changes to the signs shall be approved by the Historic Preservation Board or the Design Review Board depending on which Board has jurisdiction.

\* \* \*

In order to facilitate the discussion, the following matrix is a summary of the adult entertainment regulations currently existing in nearby communities:

Jurisdiction	Permitted	Regulations	Liquor	Hours	Distance	Variance For distance	Appeals
Miami-Dade Co.	In IU-1 (industrial)	<b>Total nudity, no sexual activity in premises;</b> viewing rooms open at all times; etc.	Yes; only from 8 am to 4 am week Days; Sundays beer only from 10 am to 4 am following Monday; other alcoholic beverages on Sunday from 5p to 4a following Monday	Everyday all patrons off premises by 5 am	1000' from schools, church, park, public library child day care center ; 1200 from similar use; 750 from residential		Board of Co. Comm.
Aventura	B3 district (heavy business, semi-industrial), as Cond. Use	<b>Total nudity, no touching by patrons</b>	Not stated	None stated	1000' from schools, church, park, library, day care center; 1000' from ea. other; 660 feet from residential		

Jurisdiction	Permitted	Regulations	Liquor	Hours	Distance	Variance For distance	Appeals
Hialeah	In districts where book video stores, movie theaters and nightclubs are permitted	Total nudity; <b>no physical contact with anyone on the premises</b> ; no prostitution or solicitation, & others	Permitted in nude clubs (nightclubs with totally nude entertainment)	None stated	1000' from similar use; 500' from schools, child care, church, residential zoning or classified as such in FLUM	By City Council approval	
Village of Key Biscayne	Not permitted						
Miami	District not specified	Not specified	Not specified	None stated	1000' from residential, school or park	No	
Miami Beach	In commercial districts only	Prohibitions: Dancing or simulating sexual activity with anyone on the premises; shall be at least 3' from a patron; private rooms; conversation with patrons on the premises prior to, during or after a performance; prostitution or solicitation.	Not permitted in totally nude establishments		300' from residential; 300' from churches, schools, park or playground; 1000' from similar use.	Zoning Board of Adjustment	Circuit Court
North Miami	In M-1 (industrial)	No private viewing rooms;	Prohibited in adult entertainment establishments		500' from similar use, residential, house of worship, park, or school	No	Circuit Court
North Miami Beach	B-5 — medium industrial	<b>Prohibits total nudity where alcoholic beverages are served.</b> No lap dancing, private performance touching allowed.	Not permitted in totally nude establishments	Not allowed to provide services between the hours of 2 a.m. and 9 am any day of the week	1000' from religious institution, educational institution; 500' from residential; 1000' from parks; 200' from alcoholic beverage establish.		City Council

Jurisdiction	Permitted	Regulations	Liquor	Hours	Distance	Variance For distance	Appeals
Broward Co.	Planned commercial and industrial centers	No lap dancing; no sexual activity; no touching below the neck and above the knee; no private performance		Shall be closed between the hours of 2:00 a.m. and 8:00 am on all days	1000' from similar use, place of worship, child care center, educational facility; 500' from residential.		

The ordinance under review proposes the following:

1. The sale of alcoholic beverage in totally nude entertainment establishments.
2. The minimum building size of the alcoholic beverage establishment permitting partial or total nudity shall be 7,000 square feet.
3. The minimum number of seats in alcoholic beverage establishment with total or partial nudity entertainment shall be no less than 250.
4. Patron age restriction as specified in Section 6-5 of the City Code.
5. Signs subject to the review and approval of the Design Review or Historic Preservation Boards, whichever has jurisdiction.
6. Hours of operation shall be from noon to 5:00 a.m.
7. Lap dancing would be permitted.
8. Total nudity would be permitted only while performing on stage.

It should be noted that distance separation is addressed both in the City Code and the State Statutes.

### **CITY COMMISSION ACTION**

At the January 14, 2004 meeting, the Commission approved the proposed ordinance on first reading and requested that the City Attorney's office research the following issues:

1. Can the minimum age be raised from 18 to 21 regardless of the patron age ordinance?

Constitutional law requires that there must be evidence to support an important or substantial governmental interest in excluding adults from adult entertainment establishments, and in the absence of such evidence, adults between the ages of 18 and 21 may not be so excluded. See *Essence, Inc. v. City of Federal Heights*, 285 F.3d

1272 (10<sup>th</sup> Cir. 2002), and State v. Café Erotica, Inc., 500 S.E. 2d 574 (Ga. 1998). Insofar as the State of Florida has established that persons 18 years of age and older are considered adults for purposes of the obscenity statutes, see Section 847.001(1), Florida Statutes, such persons cannot constitutionally be excluded from adult entertainment establishments, without the evidence referenced above. The patron age ordinance, excluding persons under the age of 21 from establishments that sell alcohol is a permitted exception to this rule. Gary v. City of Warner-Robins, Georgia, 311 F.3d 1334 (11<sup>th</sup> Cir. 2002).

2. Have there been any challenges to the State statute establishing the 2500 feet distance separation from schools, section 847.0134, Florida Statutes?

The Florida Attorney General's Office reports that there have not been any challenges to this statute as of January 20, 2004.

3. What standards apply to determine the validity of regulations on the location of adult entertainment uses in the City?

The U.S. Eleventh Circuit Court of Appeals has opined that adult businesses must be given a reasonable opportunity to locate, and that the number of sites available for adult businesses under a new zoning regime must be greater than or equal to the number of businesses in existence at the time the new zoning regime takes effect. Whether a zoning ordinance leaves open ample alternatives for communication is resolved on a case by case basis, considering factors such as a community's population and size, the acreage available to adult businesses as a percentage of the overall size, the location of available sites, the number of adult businesses already in existence, and the number of adult businesses wanting to operate in the community in the future. That Court has not adopted "a bright line rule" to determine the validity of an ordinance, but considers the above in its evaluation of ordinances presented to it for review. Fly Fish, Inc. v. City of Cocoa Beach, 337 F.3d 1301 (11<sup>th</sup> Cir. 2003).

The Commission also requested that the Administration check the crime level at this area and compare it to the crime rate in other areas of the City. A preliminary report from the Police Department reveals that in 2003 some 1,400 incidents were reported in the 1500 block of Washington Avenue. These incidents include everything from traffic violations to serious assault charges. The Police Department's records indicate that only 38 incidents (or less than 3%) were attributable to Club Madonna's address. Furthermore, none of the 38 incidents were determined as serious by representatives of the Police Department.

## **CONCLUSION**

Pursuant to Section 2.05 of the City Charter, a proposed ordinance may be read by title or in full on at least two separate dates and shall, at least ten days prior to adoption, be noticed once in a newspaper of general circulation in the municipality.

JMG/CMC/JGG/ML

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING SECTIONS 6-40 AND 6-41 "TOTAL NUDITY AND SEXUAL CONDUCT PROHIBITED," AND "PROVISIONS PERTAINING TO ESTABLISHMENTS PERMITTING PARTIAL OR TOTAL NUDITY," TO ALLOW ESTABLISHMENTS LICENSED AS ALCOHOLIC BEVERAGE ESTABLISHMENTS TO OFFER PARTIAL AND TOTAL NUDE ADULT ENTERTAINMENT; PROVIDING FOR CODIFICATION, REPEALER, NONSEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Code of the City of Miami Beach, as permitted by state law, contains various restrictions on the sale of alcoholic beverages within the City; and

**WHEREAS**, Sections 6-40 and 6-41 of the Code restrict the sale of alcoholic beverages by persons maintaining, owning, managing or operating an establishment permitting partial or total nudity; and

**WHEREAS**, the City Commission recognizes the need to provide sufficient opportunity for patrons of businesses in the City to compete with other venues that afford alcoholic beverage establishments offering partial or total nude adult entertainment; and

**WHEREAS**, in the interest of improving the efficiency of allowing certain alcohol beverage establishments to offer partial and total nude adult entertainment, it is recommended that an ordinance amendments be adopted; and

**WHEREAS**, this ordinance accomplishes the purposes set forth above.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**SECTION 1.** That Chapter 6, entitled "Alcoholic Beverages," of the Code of the City of Miami Beach, Sections 6-40 and 6-41, entitled "Total nudity and sexual conduct prohibited" and "Provisions pertaining to establishments permitting partial or total nudity," are hereby amended to read as follows:

**Sec. 6-40. Total nudity and sexual conduct prohibited.**

- (a) It shall be unlawful for any person maintaining, owning, managing or operating an alcoholic beverage establishment to knowingly, or with reason to know, suffer or permit total nudity or sexual conduct to occur on the premises of that alcoholic beverage establishment, except as provided herein.
- (b) It shall be unlawful for any person, while on the premises of an alcoholic beverage establishment, to expose to public view those portions of anatomy defined as total nudity, or engage in any sexual conduct, except as provided herein.
- (c) An adult entertainment establishment permitting live total nudity under an active occupational license may obtain an alcoholic beverage license, provided, it complies with all state, county, and municipal requirements.

**Sec. 6-41. Provisions pertaining to establishments permitting partial or total nudity.**

- (a) *Location generally.* No alcoholic beverage establishment permitting partial or total nudity is permitted on a parcel of land located:
  - (1) Within 300 feet of any district designated as RS, RM, or RPS on the city's official zoning district map;
  - (2) Within 300 feet of any parcel of land upon which a house of worship, school, public park or playground is located; or
  - (3) Within 1,000 feet of any parcel of land upon which another adult entertainment establishment is located.

A hotel with a minimum of 300 units shall be exempt from subsections (a)(1), (2) and (3) of this section.

- (b) *Location, mandatory requirements.*
  - (1) The minimum building size of the alcoholic beverage establishment permitting partial or total nudity shall be 8,000 7,000 square feet.
  - (2) An alcoholic beverage establishment permitting partial or total nudity shall have no less than 250 seats.
  - (3) ~~An alcoholic beverage establishment permitting partial or total nudity shall have a full-service restaurant and kitchen on-site, offering a complete menu during the operating hours of the establishment.~~ Patron age restriction shall be enforced as specified in Section 6-5.

- (4) Parking required for an alcoholic beverage establishment permitting partial or total nudity shall be a minimum of one space per three seats, all of which shall be located on-site, except as provided in Chapter 130.
- (5) An alcoholic beverage establishment permitting partial or total nudity shall have no exterior signage ~~describing or depicting the activities regulated by this article taking place within the premises depicting any nudity, and permitted signs~~ shall be subject to the review and approval of the Historic Preservation Board or Design Review Board, whichever by law has jurisdiction.
- (6) Partial or total nudity in alcoholic beverage establishments shall occur only between the hours of 8:00 p.m. ~~and 4:00 a.m.~~ of noon and 5:00 a.m.

The minimum distance separation shall be measured by following a straight line from the main entrance or exit in which partial or total nudity associated with an alcoholic beverage establishment occurs to the nearest point of the property designated as RS, RM, or RPS on the city's official zoning district map or used for house of worship, school, or public park or playground. In cases where a minimum distance is required between an alcoholic beverage establishment permitting partial or total nudity, and another adult entertainment establishment, the distance separation shall be determined by measuring a straight line between the principal means of entrance of each use.

- (c) *Prohibited activities.* No person shall own, operate, manage, work or perform, at any alcoholic beverage establishment permitting partial or total nudity on the premises unless the following mandatory requirements are observed therein:
  - (1) Persons engaged in displaying partial or total nudity are prohibited from ~~dancing or simulating sexual activity with any patron, spectators, employee or other person on the premises.~~ Lap dancing shall not be considered a violation of this ordinance.
  - (2) No person shall engage in the display or exposition of partial or total nudity except while the person is positioned at least three feet from a patron, ~~except for lap dancing as permitted herein.~~ It shall not be a violation of this section for touching of a performer or dancer while partially or totally nude by a patron for the sole purpose of providing a gratuity.
  - (3) No person maintaining, owning, or operating such an establishment shall suffer or permit the construction, maintenance or use of areas partitioned or screened from public view and public areas that are designed to be occupied or are commonly occupied alone or together by any person or persons on the premises of such establishment for private performances involving the display or exhibition of partial or total nudity.

- (4) No person on the premises of such establishment shall be permitted to use or to be present in areas partitioned or screened from public view and public areas that are designed to be occupied together or alone by any person or persons on the premises of such establishment for the display or exhibition of partial or total nudity.
- (5) ~~No partially totally nude person who performs in the establishment shall be permitted to converse with patrons regarding any prohibited activity while on the premises prior to, during or after a performance.~~ Performers may be totally nude only while performing on stage, except that performers may be topless while performing lap dances. Otherwise, performers shall not be topless or totally nude.
- (6) Prostitution or solicitation for prostitution as defined in the F.S. 768.01 shall not occur on the premises.
- (7) There shall be no sale or use of controlled substances as defined in F.S. 893.02(4) on the premises.
- (d) *Compliance with codes, standards.* The establishment shall be in compliance with all applicable fire, property maintenance and building codes at all times. If a building is an historic structure as defined in section 114-1, it shall conform with the secretary of the interior's standards for historic places.
- (e) *Department reports.* A certificate of use or occupational license shall not be issued until the city manager, or his designee receives reports from the city's police, fire, building services and code compliance departments that the above regulations have been complied with.
- (f) *Variances.* Variances to the provisions of subsections (a) and (b) of this section may be granted pursuant to the procedure in section 118-351 et seq.

## **SECTION 2. REPEALER.**

All ordinances or parts of ordinances and all sections and parts of sections in conflict herewith be and the same are hereby repealed.

## **SECTION 3. CODIFICATION.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

**SECTION 4. NONSEVERABILITY.**

It is the intention of the City Commission that all provisions of this Ordinance are integral to and dependent upon all other provisions thereof, and thus if any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be severable from the portion declared invalid. In the event any portion of this ordinance shall be finally determined invalid by a court of competent jurisdiction, the City Code provisions in effect prior to the effective date hereof shall automatically be reinstated.

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall take effect ten days following adoption.


**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney *GH*

12-18-03  
\_\_\_\_\_  
Date

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## CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARINGS



**NOTICE IS HEREBY** given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, February 4, 2004, at the times listed below**, to consider the following:

**at 10:30 a.m.:**

AN ORDINANCE AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 3 THEREOF ENTITLED "LOBBYISTS," ESTABLISHING EXEMPTIONS FROM DEFINITION OF "LOBBYISTS," AMENDING REGISTRATION FEE PROVISIONS, EXPANDING CONTINGENCY FEE PROHIBITION; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Inquiries may be directed to the Legal Department at (305) 673-7470.

**at 10:35 a.m.:**

AN ORDINANCE AMENDING CHAPTER 6, "ALCOHOLIC BEVERAGES," OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING SECTIONS 6-40 AND 6-41 "TOTAL NUDITY AND SEXUAL CONDUCT PROHIBITED," AND "PROVISIONS PERTAINING TO ESTABLISHMENTS PERMITTING PARTIAL OR TOTAL NUDITY," TO ALLOW ESTABLISHMENTS LICENSED AS ALCOHOLIC BEVERAGE ESTABLISHMENTS TO OFFER PARTIAL AND TOTAL NUDE ADULT ENTERTAINMENT; PROVIDING FOR CODIFICATION, REPEALER, NONSEVERABILITY, AND AN EFFECTIVE DATE.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk  
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service). (Ad #0239)

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

Second Reading Public Hearing - Proposed Designation of the North Beach Resort Historic District

**Issue:**

The Administration is requesting that the Mayor and City Commission consider the proposed designation of the North Beach Resort Historic District.

**Item Summary/Recommendation:**

Adopt the proposed amending ordinance on second reading public hearing by designating the North Beach Resort Historic District with the modified boundaries adopted by the City Commission on January 14, 2004. Alternatively, the Mayor and City Commission may wish to continue the second reading public hearing of the ordinance to the February 25, 2004, meeting in order to consider the proposed rooftop addition companion ordinance for the district at the same public hearing.

**Advisory Board Recommendation:**

On August 12, 2003, the Historic Preservation Board approved a motion (6 to 1) to recommend approval of the North Beach Resort Historic District with modifications.

On December 2, 2003, the Planning Board approved a motion (5 to 0; 2 absences) to recommend approval of the North Beach Resort Historic District with modifications to the boundaries as suggested by the Planning Department staff.

On December 10, 2003, the Mayor and City Commission adopted a resolution to schedule a first reading public hearing on January 14, 2004, to consider the proposed designation of the North Beach Resort Historic District.

On January 14, 2004, the Mayor and City Commission approved the designation (6 to 1) of the North Beach Resort Historic District with modifications to the boundaries on first reading public hearing and scheduled the second reading public hearing for February 4, 2004.

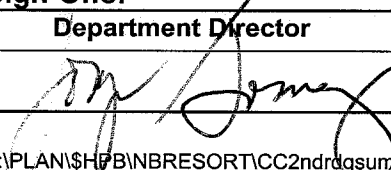
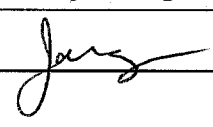
**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; display: flex; align-items: center; justify-content: center;">Finance Dept.</div>	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

William H. Cary, Assistant Planning Director; Shannon M. Anderton, Senior Planner

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM RSC

DATE 2-4-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** SECOND READING PUBLIC HEARING – HISTORIC DESIGNATION

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; AMENDING SECTION 118-593, "HISTORIC PRESERVATION DESIGNATION"; AMENDING SECTION 118-593(E), "DELINEATION ON ZONING MAP"; AMENDING SECTION 118-593(E)(2), "HISTORIC PRESERVATION DISTRICTS (HPD)" BY DESIGNATING THE NORTH BEACH RESORT HISTORIC DISTRICT, CONSISTING OF A CERTAIN AREA WHICH IS GENERALLY BOUNDED BY THE SOUTHERN LOT LINES OF 6084 COLLINS AVENUE, 6261 COLLINS AVENUE, AND 210-63<sup>RD</sup> STREET TO THE SOUTH, THE CENTER LINE OF 71<sup>ST</sup> STREET TO THE NORTH, THE CENTER LINE OF COLLINS AVENUE AND THE WESTERN LOT LINES OF CERTAIN PROPERTIES FRONTING ON COLLINS AVENUE TO THE WEST (INCLUDING 6084 COLLINS AVENUE AND 6300 COLLINS AVENUE), AND THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN TO THE EAST (EXCLUDING 6605 COLLINS AVENUE), AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING THAT THE CITY'S ZONING MAP SHALL BE AMENDED TO INCLUDE THE NORTH BEACH RESORT HISTORIC DISTRICT; ADOPTING THE DESIGNATION REPORT ATTACHED HERETO AS APPENDIX "A"; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

### RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the proposed amending ordinance on second reading public hearing by designating the North Beach Resort Historic District with the modified boundaries adopted by the City Commission on January 14, 2004. Alternatively, the Mayor and City Commission may wish to continue the second reading public hearing of the ordinance to the February 25, 2004, meeting in order to consider the proposed rooftop addition companion ordinance for the district at the same public hearing.

### BACKGROUND

On May 4, 1998, the Historic Preservation Board directed staff to proceed with research and prepare a preliminary evaluation and recommendation relative to identifying and proposing historic designation protection to areas, sites, and structures along the Collins Avenue corridor north of the National Register Historic District. The Planning Department has intensively researched the areas along the Collins Avenue corridor, including Indian Creek Drive, Harding Avenue, and the cross



streets from 22nd Street to 87th Terrace, as well as the Lake Pancoast multi-family residential neighborhood due west of the lake; staff developed six volumes of historical documentation.

On January 31, 2001, the City Commission unanimously approved the designation (7 to 0) of the Collins Waterfront Historic District. A major portion of the Collins Avenue corridor is included in this historic district, which extends from 22nd Street to the new relocated center line of 44th Street.

In October and December of 2001, the Planning Department received three separate letters of request from Randall Robinson, member of the Historic Preservation Board; Michael Kinerk, Chairman of the Miami Design Preservation League; and Leonard Wien, Chairman of the Urban Arts Committee; to place an item on the agenda of the Historic Preservation Board at their next available meeting. This item of request was for the Historic Preservation Board to consider directing the Planning Department to prepare a preliminary evaluation and recommendation report relative to the possible designation of a portion of Collins Avenue, generally from 6084 Collins Avenue to the center line of 72nd Street, as a local historic district.

On December 11, 2001, the Historic Preservation Board unanimously approved a motion (7 to 0) to direct the Planning Department to proceed with research and prepare a preliminary evaluation report with recommendations regarding the possible designation of this new historic district. Further, the Board modified the boundaries of the proposed historic district because it was believed that preservation protection in North Beach might best be conducted in a series of phases. These phases would be prioritized according to those areas which contain significant concentrations of historic buildings and possess a threat of demolition. The proposed historic district is the second phase of the expanded preservation protection process along the Collins Avenue corridor and the first phase in North Beach.

Following the December 11, 2001, meeting, staff identified that the Harding Hotel, located at 210-63rd Street (also known as 6077 Indian Creek Drive), was inadvertently omitted from the boundaries of the proposed historic district in the notice of public hearing. A revised public notice was then distributed which clearly showed the possible inclusion of the Harding Hotel within the boundaries of the proposed historic district. At its February 12, 2002, meeting, the Historic Preservation Board approved a motion (6 to 1) to include the Harding Hotel within the boundaries of the proposed historic district.

The proposed historic district (as represented in the preliminary evaluation and recommendation report) is generally bounded by the southern lot lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63rd Street to the south, the center line of 71st Street to the north, the center line of Collins Avenue and the western lot lines of certain properties fronting on Collins Avenue to the west (including 6084 Collins Avenue, 6300 Collins Avenue, 6490 to 6498 Collins Avenue, and 6574 to 6650 Collins Avenue), and the erosion control line of the Atlantic Ocean to the east.

On February 12, 2002, the Historic Preservation Board reviewed the preliminary evaluation and recommendation report prepared by the staff of the Planning Department regarding the designation of the proposed North Shore Resort Historic District, and they found the structures and sites located within the boundaries of the proposed historic district to be in compliance with the criteria for designation listed in Sections 118-591 through 118-593 in the Land Development Regulations of the City Code. The Board unanimously approved a motion (7 to 0) to direct staff to prepare a designation report and schedule a public hearing relative to the designation of this new historic district. At the same meeting, the Board approved a motion (7 to 0) to change the name of the proposed district from the North Shore Resort Historic District to the North Beach Resort Historic District. This amendment was made in response to the North Beach Development Corporation, who

requested that the district name be revised in order for it to be consistent with their strategic plan of neighborhood identities in North Beach.

On April 17, 2002, the Planning Department hosted a courtesy public workshop at the Shane Watersports Center at 6500 Indian Creek Drive. The focus of the community workshop was to discuss the possible historic designation of the proposed North Beach Resort Historic District. Approximately 40 persons were in attendance at the meeting. A City Commissioner and two members of the Historic Preservation Board were also present to observe the public workshop. A presentation was made by the Planning Department, which included: a description of the boundaries of the proposed historic district, an overview of the historic designation process, the historical and architectural background of the proposed historic district, the effects of historic designation on the individual property owner, and an overview of the role of historic preservation in the economic and architectural revitalization of North Beach.

Following the presentation, staff conducted a public question and answer discussion session in order for local citizens to express their views and relay their concerns prior to the historic designation hearing of the Historic Preservation Board on April 24, 2002. Serious concerns were raised by local citizens about the pending designation of the North Beach Resort Historic District. Several issues expressed at the public workshop included the following: the current conditions and general quality of the architecture of the buildings within the proposed historic district; whether much of the existing construction has exceeded its functional usefulness and should be replaced with modern structures that meet today's Florida Building Code and programmatic requirements; the inclusion of the 63rd Street flyover as a contributing mid-20th century engineering structure in the proposed historic district; more regulatory flexibility in addressing modern business and technical needs; and the potential development of a companion ordinance to address special conditions in this area, such as the need for on-site and off-site parking, the introduction of oceanfront balconies, and the construction of rooftop additions more than one story in height. Additional comments and concerns expressed at the public workshop that were not specifically related to the historic designation evaluation criteria included: the removal of the 63rd Street flyover and the reconstruction of the 63rd Street and Collins Avenue intersection; traffic congestion and the limited availability of parking in the area; a desire for a decrease in hotel and entertainment uses in the area and an increase in residential uses; the possible hindrance of economic development in the area due to historic designation; and the need for the development of a master plan for North Beach that includes an analysis relative to the possible historic designation of the area.

On April 24, 2002, the Historic Preservation Board discussed the possible designation of the North Beach Resort Historic District with staff, individual property owners, and other interested members of the public. In light of the significant concerns expressed at the April 17, 2002, courtesy public workshop, the Board approved a motion to continue the designation public hearing of the proposed North Beach Resort Historic District until a later date.

On February 11, 2003, the Historic Preservation Board approved a motion to extend by six months the time frame for the Planning Department to continue its research and complete the designation report for the proposed North Beach Resort Historic District. Under advice from legal counsel, this extension of time was formally ratified by the Board at its March 11, 2003, meeting following a courtesy notice of public hearing.

On August 4, 2003, the Planning Department hosted a second courtesy public workshop in the First Floor Conference Room at City Hall. There were approximately 28 persons in attendance at the meeting, including property owners, staff, and other interested parties. Following the presentation of the proposed historic district by staff, there was a public question and answer discussion.

The following comments and concerns were expressed at the second courtesy public workshop: the amount of available FAR and the development potential for the contributing property sites in the proposed historic district; the possible negative effects from potential and previously approved development projects in the area on concurrency management, emergency evacuation procedures, and the general quality of life; the impact on the availability of affordable housing with the recent trend toward demolition of older buildings and the construction of new upscale, less affordable condominium buildings; the potential removal of the 63rd Street flyover and reconstruction of a 63rd Street and Collins Avenue grade-level intersection; traffic congestion and the limited availability of parking in the area; the inclusion of certain buildings in the proposed historic district, such as the Monte Carlo and Carillon Hotels, may prolong their current poor conditions; the amount of flexibility for alterations to contributing buildings on their elevations facing the street versus the oceanfront; and a request for the designation of additional historic districts in North Beach to preserve the area's special architectural character. Overall, there appeared to be a consensus of general support for the designation of the proposed North Beach Resort Historic District at this second courtesy public workshop. No strong objections were presented against designation.

On August 12, 2003, the Historic Preservation Board approved a motion (6 to 1) to recommend approval of the North Beach Resort Historic District with two modifications. First, the district boundaries were modified to exclude the Forde Ocean Apartments at 6605 Collins Avenue and the Broadwater Beach Apartments at 6490-6498 Collins Avenue. Second, the contributing properties located on the west side of Collins Avenue from the Rowe Motel at 6574-6600 Collins Avenue north to the center line of 67th Street were reclassified. These properties retained contributing status for the first (easternmost) 20 feet of their respective sites; however, the remaining portions of the properties to the west were changed to noncontributing. (See attached **Map 1A** for historic district boundaries as recommended by the Historic Preservation Board on August 12, 2003.)

At the same meeting, the Historic Preservation Board expressed its agreement with staff that significant flexibility be retained in the development regulations for the proposed North Beach Resort Historic District in order to permit the type of quality redevelopment necessary to stimulate the economic growth of the area. The Board approved the preparation of a companion ordinance amendment for rooftop additions in the district for presentation to the Planning Board and City Commission along with the designation report. Currently, the Land Development Regulations of the City Code would only permit a one story rooftop addition for existing buildings in the district. The proposed ordinance amendment would modify the restrictions on rooftop additions to allow certain existing buildings of six or more stories to have a two story rooftop addition. Existing buildings of five stories or less may not have more than a one story rooftop addition.

On November 12, 2003, the Planning Department presented the proposed rooftop addition companion ordinance to the Historic Preservation Board for discussion purposes along with the amended Special Review Guidelines in the North Beach Resort Historic District Designation Report (see **Section XI**). The Board expressed no concerns. On December 9, 2003, the Board approved separate motions (6 to 0; 1 absence) to recommend approval of the proposed rooftop addition companion ordinance as well as the amended Special Review Guidelines for the district.

On December 2, 2003, the Planning Board approved a motion (5 to 0; 2 absences) to recommend approval of the North Beach Resort Historic District with modifications to the district boundaries as suggested by the Planning Department. In accordance with these modifications, the contributing properties which would be excluded from the district boundaries are the following: the Stephen Foster Apartment Hotel (now the Lombardy Inn) at 6300 Collins Avenue, the Rowe Motel at 6600 Collins Avenue, the commercial buildings from 6606 to 6650 Collins Avenue, and the Normandy

Plaza Hotel at 6979 Collins Avenue. At the same meeting, the Board continued the proposed rooftop addition companion ordinance for the district to the January 27, 2004, meeting due to the loss of a quorum. (See attached **Map 1B** for historic district boundaries as recommended by the Planning Board on December 2, 2003.)

On January 14, 2004, the Mayor and City Commission approved the designation (6 to 1) of the North Beach Resort Historic District with modifications to the boundaries on first reading public hearing and scheduled the second reading public hearing for February 4, 2004. The district boundaries recommended by the Historic Preservation Board on August 12, 2003, were modified to exclude the Rowe Motel and adjacent commercial buildings from 6574 Collins Avenue to 6650 Collins Avenue. The proposed historic district, as adopted by the City Commission, is generally bounded by the southern lot lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63rd Street to the south, the center line of 71st Street to the north, the center line of Collins Avenue and the western lot lines of certain properties fronting on Collins Avenue to the west (including 6084 Collins Avenue and 6300 Collins Avenue), and the erosion control line of the Atlantic Ocean to the east (excluding 6605 Collins Avenue). (Refer to attached **Map 1C** for historic district boundaries adopted by the City Commission on January 14, 2004.)

### **DESIGNATION PROCESS**

The designation report for a proposed historic district is required to be presented to the Historic Preservation Board and the Planning Board at separate public hearings. Following public input, the Historic Preservation Board votes on whether or not the proposed historic district meets the criteria listed in the Land Development Regulations of the City Code and transmits a recommendation on historic designation to the Planning Board and City Commission. If the Historic Preservation Board votes against the designation, no further action is required. If the Historic Preservation Board votes in favor of designation, the Planning Board reviews the designation report and formulates its own recommendation. The recommendations of both Boards, along with the designation report, are presented to the City Commission. Because in this instance the proposed ordinance involves an area of ten (10) contiguous acres or more, the City Commission must hold two (2) public hearings on the designation. Upon conclusion of the second hearing, the City Commission can immediately adopt the ordinance with a 5/7 majority vote.

### **RELATION TO ORDINANCE CRITERIA**

1. In accordance with Section 118-592 in the Land Development Regulations of the City Code, eligibility for designation is determined on the basis of compliance with the listed criteria set forth below.
  - (a) The Historic Preservation Board shall have the authority to recommend that properties be designated as Historic Buildings, Historic Structures, Historic Improvements, Historic Landscape Features, Historic Interiors (architecturally significant public portions only), Historic Sites or Historic Districts if they are significant in the historical, architectural, cultural, aesthetic or archeological heritage of the City of Miami Beach, the county, state or nation. Such properties shall possess an integrity of location, design, setting, materials, workmanship, feeling or association and meet at least one (1) of the following criteria:
    - (1) Association with events that have made a significant contribution to the history of Miami Beach, the county, state or nation;

- (2) Association with the lives of Persons significant in our past history;
  - (3) Embody the distinctive characteristics of an historical period, architectural or design style or method of construction;
  - (4) Possesses high artistic values;
  - (5) Represent the work of a master; serve as an outstanding or representative work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage;
  - (6) Have yielded, or are likely to yield, information important in pre-history or history;
  - (7) Listed in the National Register of Historic Places;
  - (8) Consist of a geographically definable area that possesses a significant concentration of Sites, Buildings or Structures united by historically significant past events or aesthetically by plan or physical development, whose components may lack individual distinction.
- (b) A Building, Structure (including the public portions of the interior), Improvement or Landscape Feature may be designated historic even if it has been altered if the alteration is reversible and the most significant architectural elements are intact and repairable.
2. The proposed North Beach Resort Historic District is eligible for designation as it complies with the criteria as specified in Section 118-592 in the Land Development Regulations of the City Code outlined above.
- (a) Staff finds the proposed historic district to be eligible for historic designation and in conformance with the designation criteria for the following reasons:
- (1) Association with events that have made a significant contribution to the history of Miami Beach, the county, state or nation;

Following World War II, there were large tracts of land in this area of North Beach that still remained undeveloped; they were the perfect sites for new, glamorous resort hotels that were now in popular demand. The booming post war economy as well as the retooling of America's war plants to peacetime industries gave a growing middle class more leisure time, expendable income, and affordable automobiles; these factors brought a flood of tourists to Miami Beach. Other new technologies (such as air conditioning, advanced structural systems, highly developed glass and glass framing components, and the increasingly sophisticated use of aluminum as a building material) gave rise to a new type of architecture, known today as Post War Modern or more recently dubbed locally Miami Modern ("MiMo"). A great majority of the structures located within the proposed North Beach Resort Historic District were constructed following World War II in this style of architecture.

The large, Post War Modern resort hotels fronting on the Atlantic Ocean were designed to accommodate a dramatically increased volume of guests and provide luxury services in an exotic style. These resort hotels usually featured grand lobbies, cocktail lounges, supper clubs, a variety of thematic restaurants, ballrooms, banquet halls, meeting rooms, retail shops, enormous swimming pools, extensive sundecks, solariums, and a sweeping array of highly popular private beach cabanas. The new American plan, resort hotel filled the large tracts of undeveloped oceanfront land to provide everything for a total guest experience without the need to leave the hotel for the duration of the visitor's stay.

Several of these resort hotels sought to play a significant role in the booming entertainment industry. They offered the finest in live entertainment to draw their guests as well as local residents and the guests of other hotels. The new Deauville Hotel, in particular, became a magnet for major entertainment artists and events. On February 16, 1964, Ed Sullivan hosted the Beatles in a live telecast via satellite from the Napoleon Room of the Deauville Hotel on his widely watched evening television show. This show broadcast was the second appearance of the Beatles on the Ed Sullivan Show, and it provided abundant free publicity of Miami Beach as a major tourism and entertainment destination. (The Beatles made their American debut on the Ed Sullivan Show in the CBS television studio in New York City on February 9, 1964.) The new Deauville Hotel was a favored venue for many notable entertainers of the 1950s and 1960s, including Frank Sinatra, Sammy Davis, Jr., Dean Martin, Joey Bishop, Tony Bennett, Bing Crosby, Judy Garland, Sophie Tucker, Henny Youngman, Milton Berle, and Jerry Lewis. Other post war resort hotels that provided a meaningful role in the entertainment history of Miami Beach were the Carillon, Casablanca, Sherry Frontenac, and Monte Carlo Hotels (all located within the proposed historic district) as well as the famous Fontainebleau and Eden Roc Hotels to the south.

(2) Association with the lives of Persons significant in our past history:

The proposed historic district is associated with several of the more important real estate developers in the history of Miami Beach, including Frank Osborn, Henri Levy, and Carl Fisher.

Frank Osborn accompanied his father Ezra to Miami Beach to participate in the coconut planting project of 1882. New Jersey investors Ezra Osborn, Elnathan Field, and Henry Lum purchased approximately 60 miles of oceanfront land from Key Biscayne to Jupiter, Florida. A mobile work crew planted this land with over 300,000 coconuts imported from the Caribbean. The first camp site for the coconut planting operations was located in the area of today's Lummus Park; subsequent camp sites were positioned at the Biscayne House of Refuge (near present day 72nd Street in North Beach) and then the Ft. Lauderdale House of Refuge (about nine miles south of the Hillsboro Inlet). Frank Osborn was a member of the coconut planting crew. Although the project did not succeed commercially, it was the first attempt at development of the beach and it led to other more successful endeavors aimed at the popularization of tourism on what would become the "Million Dollar Sandbar."

Nearly 40 years later, Frank Osborn developed the Atlantic Heights Subdivision in 1919. (A portion of this subdivision is included within the proposed historic district.) This 671-foot-wide tract extended from the Atlantic Ocean to Indian Creek and was centered at present-day 69th Street.

Henri Levy (1883-1938) was a Jewish immigrant from France who created a successful chain of movie theaters in Cincinnati. He moved his family to Miami Beach in 1922. Levy filed the Normandy Beach South Subdivision in 1925. (A portion of this subdivision is included within the proposed historic district.) It lay between Osborn's Atlantic Heights Subdivision at 69th Street and the Government Tract north of 72nd Street. Levy was also the developer of the Normandy Beach Subdivision in Surfside (between 87th Terrace and 90th Street), Normandy Isle, and the Isle of Biscaya. In addition, Levy was instrumental in the construction of the 79th Street Causeway in 1929 to link Miami and the popular Hialeah Race Track to his developments.

Carl Fisher (1874-1939) was a high-living industrialist from Indiana who made a fortune with Prest-O-Lite automobile head lamps and built the Indianapolis Speedway. Fisher was also instrumental in the construction of the Coast-to-Coast Rock Highway (today's Lincoln Highway) as well as the Dixie Highway (a major north to south roadway across the United States).

Fisher was one of the principal developers and promoters of Miami Beach. In a short amount of time, Fisher transformed the barrier island east of Miami into a playground for millionaires based on a genius for marketing that eclipsed his colleagues in land sales and development of Miami Beach. One of his many accomplishments in Miami Beach was the filing of the Second Ocean Front Subdivision in 1924. (A large portion of this subdivision is included within the proposed historic district.) It extended from 5650 Collins Avenue up to Osborn's Atlantic Heights Subdivision at 69th Street.

- (3) Embody the distinctive characteristics of an historical period, architectural or design style or method of construction:

Exemplary buildings of three distinct Miami Beach architectural movements have been identified in the proposed North Beach Resort Historic District. (Refer to **Section IX** in the Designation Report for more detailed architectural descriptions.) They include the following:

Art Deco/Streamline Moderne: The now classic Art Deco and Streamline Moderne styles of the 1930s were made world famous by the designation of the Miami Beach Architectural District in the National Register of Historic Places, largely south of 15th Street, in 1979. The Normandy Plaza Hotel at 6979 Collins Avenue is a fine example of the Art Deco style in the proposed North Beach Resort Historic District.

Neoclassical Revival: Buildings of this style in Miami Beach were typically inspired from the second phase of this architectural movement (about 1925 to 1950). They commonly featured Classically-inspired design elements as the entry focal points of their otherwise simple architectural designs. Excellent examples of the Neoclassical Revival style within the proposed historic district

are the Mt. Vernon Hotel at 6084 Collins Avenue, the Monticello Hotel (now the Harding) at 210 63rd Street, and the Stephen Foster Apartment Hotel (today's Lombardy Inn) at 6300 Collins Avenue.

Post War Modern: The Post War Modern style, generally dating from 1945 to 1965, has come of age as a contributing historical style in Miami Beach. It is now enjoying a greatly expanded appreciation both here as well as in other cities across the nation, including New York, Los Angeles, and Miami. Strong evidence of this phenomenon was the exhibit in New York City (March 13 - May 8, 2002) entitled, "Beyond the Box: Mid-Century Modern Architecture in Miami and New York." This dynamic exhibit was located in the galleries of the Municipal Art Society of New York (who is credited with saving New York's Grand Central Terminal from demolition in the 1960s as well as dozens of other historic structures since 1897).

After a hiatus in construction due to World War II, Post War Modern picked up where Art Deco left off with the added influences of a booming post war economy, new technologies (such as air conditioning), the prevalence of the redesigned automobile, and a feeling of national optimism. The local expression of this style has recently been dubbed Miami Modern or "MiMo" by the Greater Metropolitan Miami area's Urban Arts Committee (who also co-presented the New York exhibit with the Municipal Art Society of New York). Prime examples of this style in the proposed historic district are the Allison Hotel (now the Comfort Inn) at 6261 Collins Avenue, the Casablanca Hotel at 6345 Collins Avenue, the Monte Carlo Hotel at 6551 Collins Avenue, the Sherry Frontenac Hotel at 6565 Collins Avenue, the Deauville Hotel (today's Radisson Deauville) at 6701 Collins Avenue, and the Carillon Hotel at 6801 Collins Avenue.

(4) Possesses high artistic values;

Attesting to the quality of design and high artistic values in this historic district is the recognition of several of its buildings in noteworthy architectural journals and promotional literature of the time. Florida Architecture featured the Sherry Frontenac Hotel, designed by Henry Hohaus at 6565 Collins Avenue, in its 1949 issue as well as the new Deauville Hotel, designed by Melvin Grossman at 6701 Collins Avenue, in its 1958-1959 publication.

(5) Represent the work of a master; serve as an outstanding or representative work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage;

Many of the more prominent Miami Beach architects are represented in the proposed North Beach Resort Historic District, as indicated below. For a complete listing of addresses and architects, refer to the Properties List in **Appendix I** of the Designation Report.

Albert Anis was a master local architect who designed numerous buildings in Miami Beach. Outstanding examples of his work include the Leslie, Winterhaven, Sagamore, and Arlington (today's Savoy) Hotels as well as the commercial building at 420 Lincoln Road. In the proposed historic district, Anis



designed the major southern addition to the Monte Carlo Hotel in 1951 and the Brazil Hotel in 1953.

Joseph J. DeBrita and A. Kononoff designed the Mount Vernon Hotel and the Monticello Hotel (now the Harding) in 1946; both structures are located within the proposed historic district. DeBrita is also noted for designing the Coral Reef, Walburne (now Villa Luisa), and Dorset Hotels, all contributing buildings in other Miami Beach historic districts.

L. Murray Dixon was one of Miami Beach's most prolific architects, whose works include the Tiffany, Tudor, Marlin, Ritz Plaza, and Raleigh Hotels. In the proposed historic district, Dixon designed the Normandy Plaza Hotel in 1936.

Roy France was a prolific architect in the Art Deco/Streamline Moderne and Post War Modern styles. Notable examples of his work include the National, St. Moritz, Sans Souci (with Morris Lapidus), Saxony, Sea Isle (now Palm Resort), and Cadillac Hotels. Within the proposed historic district, France designed the original northern portion of the Monte Carlo Hotel in 1948 and the Casablanca Hotel in 1950.

Norman Giller, who contributed so much to Miami Beach's Post War Modern architecture, has two buildings in the proposed historic district: the Bombay Hotel (now the Golden Sands) in 1951 and the Carillon Hotel in 1957. He also designed the Giller Building on 41st Street, the band shell in North Shore Park, and numerous motels in Sunny Isles.

Melvin Grossman, a prolific architect in the Post War Modern style, designed the Richmond, Di Lido (with Morris Lapidus), Seville, Doral (now Westin), and Barcelona (today's Sheraton Four Points) Hotels. Within the proposed historic district, Grossman was the architect of the new Deauville Hotel in 1958 and the associate architect of the major southern addition to the Monte Carlo Hotel in 1951. (The principal architect of the 1951 addition to the Monte Carlo Hotel was Albert Anis.)

Henry Hohaus was a master local architect who designed many notable structures from the 1930s to the 1950s. Outstanding examples of his work include the Century, Congress, Colony, Edison, Park Central, and Cardozo Hotels as well as Hoffman's Cafeteria. Within the proposed historic district, Hohaus designed the Sherry Frontenac Hotel in 1947.

A. Herbert Mathes was the architect of the Allison Hotel (now the Comfort Inn) in 1951, located within the proposed historic district. Other examples of his work in Miami Beach include the Geneva, Parisian, and Continental Hotels as well as the Golden Gate Apartments.

J. Richard Ogden designed the Stephen Foster Apartment Hotel (today's Lombardy Inn) in 1947, located within the proposed historic district. Examples of his work outside the historic district include Temple Ner Tamid and several fine residences on Pinetree Drive.

(6) Have yielded, or are likely to yield, information important in pre-history or history:

The proposed North Beach Resort Historic District is significant for its built environment and its association with the architectural and cultural history of Miami Beach. It possesses an array of architectural styles that collectively trace the historical progression of architectural design and construction in North Beach from the 1930s until the present. In particular, the Post War Modern style ("MiMo") reflects the spirit of the post-World War II era. This neighborhood, which was a largely uninhabited area with only a few prominent structures and a

handful of bungalows, developed into a major tourist and entertainment attraction with large, luxurious resort hotels fronting the Atlantic Ocean.

(7) Listed in the National Register of Historic Places:

Although this area is not presently listed in the National Register of Historic Places, it clearly appears eligible for registration.

(8) Consist of a geographically definable area that possesses a significant concentration of Sites, Buildings or Structures united by historically significant past events or aesthetically by plan or physical development, whose components may lack individual distinction.

The proposed North Beach Resort Historic District is a clearly-delineated geographic entity that is united by its oceanfront resort architecture and setting. While there are three distinct architectural styles represented in the proposed historic district, the Post War Modern style defines and dominates the overriding architectural character of the area and creates its own uniqueness in Miami Beach, especially with its grand hotels. The low-scale hotel structures make their own intimate design contribution to the special character of the proposed historic district.

Historically, the area was annexed into the City of Miami Beach in 1924, and it is comprised of portions of Frank Osborn's Atlantic Heights Subdivision (platted in 1919), Carl Fisher's Second Ocean Front Subdivision (platted in 1924), and Henri Levy's Normandy Beach South Subdivision (platted in 1925). Collins Avenue, the very spinal cord of the City, runs through the center of the proposed historic district. It was named for Miami Beach's earliest and most illustrious pioneer, John Collins. The Atlantic Ocean defines the eastern border of the proposed historic district.

The proposed historic district consists of mostly hotels. Construction dates for the 20 buildings range from 1936 to the present, with a vast majority post-World War II. Distributed by decade of construction, they number:

1930s	1	
1940s	5	
1950s	7	
1960s	2	
1970s	1	
post-1979	4	Total Buildings 20

Staff has determined that 12 of these buildings, or 60 percent, are "contributing" on the basis of the established criteria for historic district designation. Of the 12 contributing structures, six are very large buildings ranging in height from seven to 14 stories on expansive development sites. These grand hotels have a major visual impact on the Collins Avenue corridor and indeed define the special character of this unique mid-century historic district.

- (b) A Building, Structure (including the public portions of the interior), Improvement or Landscape Feature may be designated historic even if it has been altered if the

alteration is reversible and the most significant architectural elements are intact and repairable.

Although a few of the buildings within the proposed North Beach Resort Historic District have been altered to various extents over the years, these structures retain a major amount of their original architectural design integrity and contribute to the special character of the neighborhood in a variety of scales and uses. Exterior restoration could be successfully completed by following original architectural plans and available historical photographs and/or documentation. Despite existing alterations to these structures, they continue to be highly representative of the rich architectural and cultural history of Miami Beach.

### **ANALYSIS OF THE AMENDING ORDINANCE**

In reviewing a request for an amendment to the Land Development Regulations of the City Code or a change in land use, the Planning Board shall consider the following:

1. Whether the proposed change is consistent and compatible with the Comprehensive Plan and any applicable neighborhood or Redevelopment Plans;

Consistent -The proposed designation is consistent with the Comprehensive Plan, specifically with the Historic Preservation Element of the Comprehensive Plan's Objective No. 1 which, in part, states: "...increase the total number of structures designated as historically significant from that number of structures designated in 1988, either individually or as a contributing structure within a National Register Historic Preservation District or a local Historic Preservation District."

2. Whether the proposed change would create an isolated district unrelated to adjacent or nearby districts;

Consistent -The amendment would not change the underlying zoning district for any areas within the City.

3. Whether the change suggested is out of scale with the needs of the neighborhood or the City;

Consistent -The designation of the area as a local historic district would help to encourage redevelopment and rehabilitation that is compatible with the scale, characteristics, and needs of the surrounding neighborhood and help to preserve the special architectural character of the historic resort environment.

4. Whether the proposed change would tax the existing load on public facilities and infrastructure;

Consistent -The LOS for the area public facilities and infrastructure should not be negatively affected, if at all, by the proposed amending ordinance.

5. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

Consistent -The proposed North Beach Resort Historic District is a clearly-delineated geographic entity that is united by its oceanfront resort architecture and setting. While there are three distinct architectural styles represented in the proposed historic district, the Post War

Modern style defines and dominates the overriding architectural character of the area and creates its own uniqueness in Miami Beach, especially with its grand hotels. The low-scale hotel structures make their own intimate design contribution to the special character of the proposed historic district.

Historically, the area was annexed into the City of Miami Beach in 1924, and it is comprised of portions of Frank Osborn's Atlantic Heights Subdivision (platted in 1919), Carl Fisher's Second Ocean Front Subdivision (platted in 1924), and Henri Levy's Normandy Beach South Subdivision (platted in 1925). Collins Avenue, the very spinal cord of the City, runs through the center of the proposed historic district. It was named for Miami Beach's earliest and most illustrious pioneer, John Collins. The Atlantic Ocean defines the natural eastern border of the proposed historic district. A detailed description of the proposed boundaries is delineated within the Designation Report and the attached amending Ordinance.

6. Whether changed or changing conditions make the passage of the proposed change necessary;

Consistent -The success of historic preservation in the ongoing revitalization of Miami Beach supports the protection of the proposed historic district. Past demolition of historic structures demonstrates the necessity of this amendment to maintain the historical integrity of the area.

7. Whether the proposed change will adversely influence living conditions in the neighborhood;

Consistent -The proposed change should not negatively affect living conditions or the Quality of Life for the surrounding properties. Indeed, the quality of living conditions in designated historic areas has significantly improved since the City started designating historic sites and districts. The thousands of Design Review approvals (both substantial rehabilitation and minor improvements) within the existing historic districts demonstrate this principle.

8. Whether the proposed change will create or excessively increase traffic congestion beyond the Level Of Service as set forth in the Comprehensive Plan or otherwise affect public safety;

Consistent -As designation does not change the permitted land uses, the levels of service set forth in the Comprehensive Plan will not be affected by designation. Likewise, public safety will not be affected.

9. Whether the proposed change will seriously reduce light and air to adjacent properties;

Consistent -If designation results in the retention of existing structures, there should be no reduction in light and air either on site or to adjacent properties.

10. Whether the proposed change will adversely affect property values in the adjacent area;

Consistent -As property values and value of construction have historically increased in the existing designated historic sites and districts, there is no evidence to suggest that designation would adversely affect property values in the area surrounding the proposed designation. To the contrary, the designation of the historic district should help to reinforce and promote continuous quality enhancement of the area.

11. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations;

Consistent -The proposed amendment will not change the development regulations for adjacent sites which must comply with their own site specific development regulations. Furthermore, the proposed ordinance should not affect the ability for an adjacent property to be developed in accordance with said regulations.

12. Whether there are substantial reasons why the property cannot be used in accordance with existing zoning;

Consistent -The permitted land uses are not affected since the proposed amendment does not change the underlying zoning district for any property.

13. Whether it is impossible to find other adequate Sites in the City for the proposed Use in a district already permitting such Use;

Not Applicable -This review criteria is not applicable to this Zoning Ordinance amendment.

### **STAFF ANALYSIS**

#### **Possible Modifications to the Boundaries of the Proposed North Beach Resort Historic District.**

The modified proposed historic district, as recommended by the Planning Board and Planning Department, has slightly different boundaries than recommended by the Historic Preservation Board. It is generally bounded by the southern lot lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63<sup>rd</sup> Street to the south, the northern lot line of 6901 Collins Avenue to the north, the center line of Collins Avenue and the western lot lines of certain properties fronting on Collins Avenue and 63<sup>rd</sup> Street to the west (including 6084 Collins Avenue and 210 63<sup>rd</sup> Street), and the erosion control line of the Atlantic Ocean to the east (excluding 6605 Collins Avenue). (Refer to attached **Map 1B** for modified historic district boundaries as recommended by the Planning Board.)

#### **Rationale for Changes to the Proposed North Beach Resort Historic District and Its Boundaries.**

Following the Courtesy Public Workshop on April 17, 2002, and the discussion with the Historic Preservation Board on April 24, 2002, the Planning Department set out to accomplish three (3) primary objectives before finalizing possible modifications to the proposed North Beach Resort Historic District and its proposed boundaries. The three objectives are as follows:

**1. *Consideration of Possible Modifications to the Proposed North Beach Resort Historic District in Light of Significant Issues Raised at the April 17, 2002, Courtesy Public Workshop.***

These considerations include, but are not limited to, the following:

- a. reviewing the proposed boundaries of the historic district relative to whether they most accurately reflect the prime area and structures to be protected;
- b. further researching and analyzing the specific historical period of significance to be preserved, successfully interpreted, promoted, and protected for the benefit of generations of North Beach residents, guests, and users to come;
- c. further studying the specific nature, types, use, dates, and styles of structures and sites to be identified as contributing to the special historic character and future success of the proposed historic district; and

- d. ensuring the cohesive visual recognition of this collective body of historic structures and sites relative to their critical role and importance in defining and building once again upon one of the most delightful, remarkable, and economically successful development periods in Miami Beach history.

To this end, the Planning Department is recommending a reduction in the size of the proposed historic district boundaries (recommended by the Historic Preservation Board on August 12, 2003) as well as an adjustment to the total number of contributing buildings, in accordance with the conclusions provided below.

The focus in the designation of this unique historic district should be primarily on the oceanfront hotel structures that defined, activated, and perpetuated the acknowledged mystique and ongoing economic success of this ocean resort and entertainment island oasis built in North Beach shortly after World War II. This focus must include physical restoration, preservation, and adaptive reuse (if proposed) of these structures to make them economically competitive and further define and bring recognition to this special era in the history of North Beach. Doing so and promoting this should result in substantial city and regional benefits of historical education presented in a fun manner, quality of life improvements in and surrounding the historic district, expanded oceanfront recreational opportunities, and a significantly accelerated return of economic revitalization and stability to North Beach. This task will require careful attention to the historic structures and sites as well as to their upgrading and potential reasonable expansion to meet modern operational needs and uses.

The post World War II development period saw the rapid rise of a new magnitude and character of oceanside resorts and an entertainment style in Miami Beach that garnered international acclaim and participation in a small but clearly defined area of the City. Although closely associated with the development of the grand Fontainebleau and Eden Roc Hotels in Mid Beach during this same era, the North Beach Resort Historic District occupies a place in time, physical eminence (when further restored), and a high level of urban oceanfront amenity. The proposed district and surrounding areas are complete with retail, commercial, restaurant, entertainment, and cultural avenues and fascinating historical sites to visit.

The Planning Department has subsequently concluded that the principal focus of this district should be specific to the post World War II hotel structures and sites along the ocean and the east end of 63<sup>rd</sup> Street that created, defined and perpetuated a unique social/economic phenomenon in North Beach during and beyond the mid-20<sup>th</sup> century. Hence, the boundaries, contributing structures, and sites within the modified district boundaries as recommended by the Planning Department have been adjusted accordingly.

**2. *To Realistically and Appropriately Address Important Issues Which Will Impact Upon the Long Range Preservation Success and Economic Health of the Proposed North Beach Resort Historic District.***

The Planning Department has carefully evaluated each contributing structure and site to be located within the modified proposed historic district boundaries. This evaluation included:

- a. the design, size, architectural configuration, and general condition of each structure;
- b. its operational limitations with regard to on-site parking;
- c. potential unit key count as established by an evaluation of approximate remaining floor area for future development on each subject contributing site;

- d. the physical ability to add and/or enhance on-site parking as well as egress to that parking;
- e. the ability to add a new addition to the subject property in an appropriate manner which would not adversely impact upon the overall historic integrity and significance of the subject structure; to enable the historic structure to meet modern operational needs as well as to be viable in future hotel/residential competition in North Beach;
- f. the ability to add new oceanview balconies on contributing structures, including expanded window/door accessibility to the balconies;
- g. the creation of appropriate raised pool deck levels with parking or other common functions beneath which would benefit both the properties as well as the views of these properties from the beach;
- h. the potential for rooftop additions in excess of one story on certain structures, dependent upon certain conditions that would have to be established and met; and
- i. the potential for minimal or no adverse impact upon historic lobby and significant public interior spaces as well as the primary and character defining street façade and side elevations of these structures as seen from the public rights-of-way.

As a result of this analysis, the Planning Department has prepared Special Review Guidelines for the North Beach Resort Historic District, which are incorporated in **Section XI** in the Designation Report.

Staff has also developed an ordinance amendment to Section 142-1161(d) in the Land Development Regulations of the City Code by modifying the prohibition of rooftop additions of more than one story in height in the proposed North Beach Resort Historic District. The companion ordinance amendment may permit certain existing buildings of six or more stories to have a two story rooftop addition. Existing buildings of five stories or less may not have more than a one story rooftop addition. The companion ordinance amendment would provide an enhanced level of flexibility to renovate and adapt certain existing buildings in the historic district.

**3. To Identify Strategies for Increasing the Supply of Off-Site Parking Available to Serve Historic Buildings.**

Construction of new off-site parking within 1200 feet of the subject property should be encouraged by City policies and Land Development Regulations to serve historic structures in the proposed North Beach Resort Historic District.

Under the current City Code, designation of an historic district would make existing buildings exempt from parking requirements resulting from a change of use or renovation exceeding the 50% Rule. However, the addition of new floor area would require parking or payment into the Parking Impact Fund. Also, designation of an historic district would extend the maximum walking distance for off-site parking from 500 feet to 1200 feet, thereby providing more options for off-site parking locations.

In addition to these benefits in the existing City Code, the City should continue to actively explore the following policies:

- a. Utilize municipal parking revenue bonds and funds collected through parking impact fees to provide public off-street parking. Consider City-ownership and joint-development opportunities. The City has identified several potential sites within 1200 feet of the proposed North Beach Resort Historic District that are being studied by Walker Parking Consultants as part of Phase 2 of a citywide parking study.

- b. Encourage shared parking by adjacent owners in the historic district.

### **CITY COMMISSION ACTION**

On January 14, 2004, the Mayor and City Commission approved the designation (6 to 1) of the North Beach Resort Historic District with modifications to the boundaries on first reading public hearing and scheduled the second reading public hearing for February 4, 2004. The district boundaries recommended by the Historic Preservation Board on August 12, 2003, were modified to exclude the Rowe Motel and adjacent commercial buildings from 6574 Collins Avenue to 6650 Collins Avenue. The proposed historic district, as adopted by the City Commission, is generally bounded by the southern lot lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63rd Street to the south, the center line of 71st Street to the north, the center line of Collins Avenue and the western lot lines of certain properties fronting on Collins Avenue to the west (including 6084 Collins Avenue and 6300 Collins Avenue), and the erosion control line of the Atlantic Ocean to the east (excluding 6605 Collins Avenue) (refer to attached **Map 1C**).

### **CONCLUSION**

The proposed designation of the North Beach Resort Historic District will showcase, promote, and protect the aesthetic, architectural, and historical importance of North Beach's most grand "MiMo" style, post war resort hotel area. It will also highlight a significant collection of smaller, more intimate historic hotels in the Art Deco and Neoclassical Revival styles, including the Normandy Plaza, Mount Vernon, and Harding Hotels as well as the Lombardy Inn. Further, the Special Review Guidelines for the North Beach Resort Historic District will allow for more flexibility and assist in expediting the approval of alterations found to be appropriate by the Historic Preservation Board.

Local residents and visitors from around the world are seeking the very special historic urban resort character that this district of Miami Beach will preserve and enhance in the future. The designation of the North Beach Resort Historic District should sustain and expand the positive economic and social impact that preservation has had on the revitalization and quality of life in Miami Beach.

Therefore, the Administration recommends that the Mayor and City Commission adopt the proposed amending ordinance on second reading public hearing by designating the North Beach Resort Historic District with the modified boundaries adopted by the City Commission on January 14, 2004 (refer to attached **Map 1C**). Alternatively, the Mayor and City Commission may wish to continue the second reading public hearing of the ordinance to the February 25, 2004, meeting in order to consider the proposed rooftop addition companion ordinance for the district at the same public hearing.

JMG:CMC:JGG:WHC:SMA

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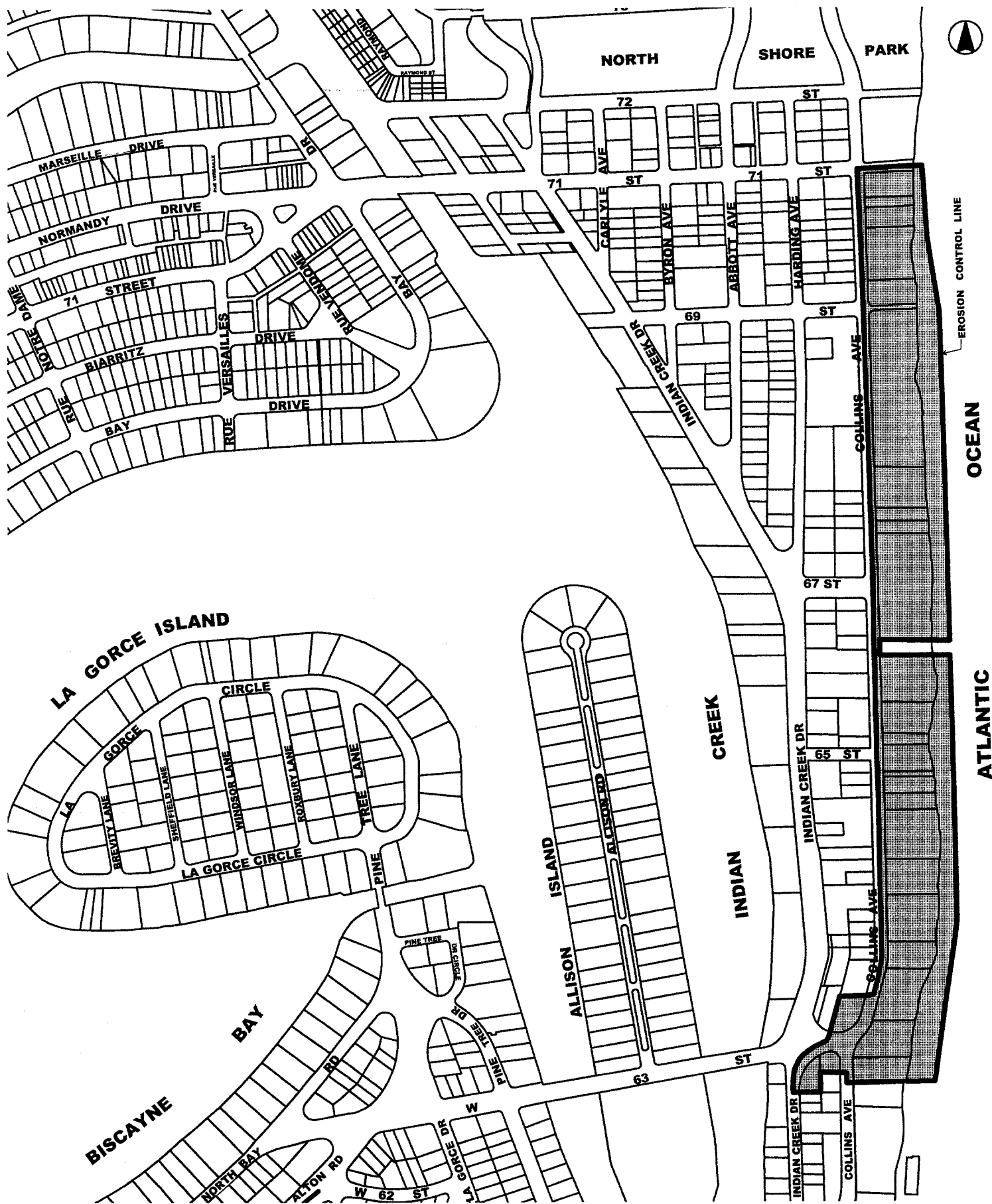


This is a detailed street map of a coastal area in Miami, Florida. The map shows a network of streets, including 'MARSEILLE DRIVE', 'NORMANDY DRIVE', 'BIARRITZ STREET', 'VERSAILLES DRIVE', 'RUE VENDOME', 'RUE VENDOME DRIVE', 'INDIAN CREEK DR', 'CARLYLE AVE', 'BYRON AVE', 'ABBOTT AVE', 'HARDING AVE', 'COLLINS AVE', 'LA GORCE CIRCLE', 'BRENTY LANE', 'SHEFFIELD LA', 'WINDSOR LANE', 'ROXBURY LANE', 'TREE LANE', 'PINE TREE DR', 'PINE TREE DR', 'PINE TREE DR', 'W 62 ST', 'W 63 ST', 'W 64 ST', 'W 65 ST', 'W 66 ST', 'W 67 ST', 'W 68 ST', 'W 69 ST', 'W 70 ST', 'W 71 ST', 'W 72 ST', 'W 73 ST', 'W 74 ST', 'W 75 ST', 'W 76 ST', 'W 77 ST', 'W 78 ST', 'W 79 ST', 'W 80 ST', 'W 81 ST', 'W 82 ST', 'W 83 ST', 'W 84 ST', 'W 85 ST', 'W 86 ST', 'W 87 ST', 'W 88 ST', 'W 89 ST', 'W 90 ST', 'W 91 ST', 'W 92 ST', 'W 93 ST', 'W 94 ST', 'W 95 ST', 'W 96 ST', 'W 97 ST', 'W 98 ST', 'W 99 ST', 'W 100 ST'. The map also shows 'INDIAN CREEK' and 'ALLISON ISLAND'. A north arrow is located in the top right corner.

This is a detailed street map of a coastal area in Miami, Florida. The map shows a network of streets, including:

- Streets:** Marseille Drive, Normandie Drive, Biarritz Street, Versailles Drive, Rue Kenmore Drive, La Gorce Circle, Brevity Lane, Sheffield Lane, Windsor Lane, Roxbury Lane, Tree Lane, Pine Lane, Pine Tree Dr, W 62 St, La Gorce Dr, W 63 St, Indian Creek Dr, Collins Ave, and North Bay Rd.
- Parks and Open Spaces:** North Shore Park, Allison Island, and La Gorce Island.
- Water Features:** Indian Creek and Biscayne Bay.
- Coastal Features:** The Atlantic Ocean is shown on the right, with a shaded area representing the erosion control line.
- Other Labels:** "EROSION CONTROL LINE" is labeled near the ocean, and "INDIAN CREEK" is labeled along the creek.

**MAP 1C: PROPOSED NORTH BEACH RESORT HISTORIC DISTRICT BOUNDARIES  
ADOPTED BY THE CITY COMMISSION ON JANUARY 14, 2004**



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; AMENDING SECTION 118-593, "HISTORIC PRESERVATION DESIGNATION"; AMENDING SECTION 118-593(E), "DELINEATION ON ZONING MAP"; AMENDING SECTION 118-593(E)(2), "HISTORIC PRESERVATION DISTRICTS (HPD)" BY DESIGNATING THE NORTH BEACH RESORT HISTORIC DISTRICT, CONSISTING OF A CERTAIN AREA WHICH IS GENERALLY BOUNDED BY THE SOUTHERN LOT LINES OF 6084 COLLINS AVENUE, 6261 COLLINS AVENUE, AND 210-63<sup>RD</sup> STREET TO THE SOUTH, THE CENTER LINE OF 71<sup>ST</sup> STREET TO THE NORTH, THE CENTER LINE OF COLLINS AVENUE AND THE WESTERN LOT LINES OF CERTAIN PROPERTIES FRONTING ON COLLINS AVENUE TO THE WEST (INCLUDING 6084 COLLINS AVENUE AND 6300 COLLINS AVENUE), AND THE EROSION CONTROL LINE OF THE ATLANTIC OCEAN TO THE EAST (EXCLUDING 6605 COLLINS AVENUE), AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING THAT THE CITY'S ZONING MAP SHALL BE AMENDED TO INCLUDE THE NORTH BEACH RESORT HISTORIC DISTRICT; ADOPTING THE DESIGNATION REPORT ATTACHED HERETO AS APPENDIX "A"; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS**, on August 12, 2003, the City of Miami Beach Historic Preservation Board held a public hearing and voted (6 to 1) in favor of recommending that the Mayor and City Commission designate the North Beach Resort Historic District; and

**WHEREAS**, on December 2, 2003, the City of Miami Beach Planning Board held a public hearing and voted (5 to 0; 2 absences) in favor of the proposed designation of said historic district; and

**WHEREAS**, the City of Miami Beach Planning Department has recommended this amendment to the Land Development Regulations of the City Code; and

**WHEREAS**, these recommendations of approval for the designation of the North Beach Resort Historic District were based upon the information documented in the Designation Report prepared by the City of Miami Beach Planning Department attached hereto as Appendix "A".

**NOW THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**SECTION 1. DESIGNATION OF THE NORTH BEACH RESORT HISTORIC DISTRICT.**

Those certain areas which are generally bounded by the southern lot lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63<sup>rd</sup> Street to the south, the center line of

71<sup>st</sup> Street to the north, the center line of Collins Avenue and the western lot lines of certain properties fronting on Collins Avenue to the west (including 6084 Collins Avenue and 6300 Collins Avenue), and the erosion control line of the Atlantic Ocean to the east (excluding 6605 Collins Avenue); and having the legal description as described herein, are hereby designated as an Historic District of the City of Miami Beach and shall be known as the "North Beach Resort Historic District." That the Designation Report attached hereto as Appendix "A" is hereby adopted.

## **SECTION 2. AMENDMENT OF SECTION 118-593 OF THE CITY CODE.**

That Chapter 118, Section 118-593 entitled "Historic Preservation Designation" of the Land Development Regulations of the City Code of Miami Beach, Florida, is hereby amended to read as follows:

\* \* \*

- (e) Delineation on zoning map. All sites and districts designated as historic sites and districts shall be delineated on the city's zoning map, pursuant to section 142-71, as an overlay district. Such sites and districts include:

\* \* \*

- (2) Historic preservation districts (HPD).

\* \* \*

- j. RM-2, RM-3, GU/HPD-10: The boundaries of the North Beach Resort Historic District commence at the point of intersection of the center lines of Collins Avenue and 71st Street, as shown in NORMANDY BEACH SOUTH, recorded in Plat Book 21, at Page 54, Public Records of Miami-Dade County, Florida. Said point being the POINT OF BEGINNING of the tract of land herein described; thence run easterly to the point of intersection with the Erosion Control Line of the Atlantic Ocean, as recorded in Plat Book 105, at Page 62, Public Records of Miami-Dade County, Florida; thence run southerly, along the Erosion Control Line of the Atlantic Ocean to the point of intersection with the south line of Lot 44, Block 1, AMENDED PLAT OF SECOND OCEAN FRONT SUBDIVISION, recorded in Plat Book 28, at Page 28, Public Records of Miami-Dade County, Florida; thence run westerly, along the south

line of said Lot 44 to the point of intersection with the easterly Right-of-Way line of Collins Avenue; thence run southerly, along the easterly Right-of-Way line of Collins Avenue to the point of intersection with the north line of Lot 42 of the above mentioned Block 1; thence run easterly, along the north line of said Lot 42 to the point of intersection with the Erosion Control Line of the Atlantic Ocean; thence run southerly, along the Erosion Control Line of the Atlantic Ocean to the point of intersection with the south line of Lot 21 K of said Block 1; thence run westerly, along the south line of said Lot 21 K and its westerly extension to the point of intersection with the center line of Collins Avenue; thence run northerly, along the center line of Collins Avenue to the point of intersection with the easterly extension of Lot 1 of LYLE G. HALL SUBDIVISION, recorded in Plat Book 40, at Page 5, Public Records of Miami-Dade County, Florida; thence run westerly, along the south line of said Lot 1 and its easterly extension, to the point of intersection with the easterly line of Lot 25 of the above mentioned LYLE G. HALL SUBDIVISION; thence run southerly, along the easterly line of lots 25 and 24 of said LYLE G. SUBDIVISION to the southeast corner of said Lot 24; thence run westerly, along the south line of said Lot 24 and its westerly extension to the point of intersection with the center line of Harding Drive (now Indian Creek Drive); thence run northerly, along the center line of Harding Drive (now Indian Creek Drive) to the point of intersection with the center line of 63rd Street; thence run easterly, along the center line of 63rd Street, to the point of intersection with the southerly extension of the westerly line of Lot 1, Block 7, AMENDED PLAT OF SECOND OCEAN FRONT SUBDIVISION, recorded in Plat Book 28, at Page 28, Public Records of Miami-Dade County, Florida; thence run northerly, along the westerly line of said Lot 1, Block 7 and its southerly extension to a point located 50.00 feet south (measured at right angles)

of the westerly extension of the northerly line of said Lot 1; thence run easterly along a line parallel and 50.00 feet south of the northerly line of said Lot 1 to the point of intersection with the center line of Collins Avenue; thence run northerly, along the center line of Collins Avenue to the POINT OF BEGINNING. Said lands located, lying and being in the City of Miami Beach, Miami-Dade County, Florida.

\* \* \*

**SECTION 3. INCLUSION IN THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE.**

It is the intention of the Mayor and City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Land Development Regulations of the City Code of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "Ordinance" may be changed to "section," "article," or other appropriate word.

**SECTION 4. AMENDMENT OF ZONING MAP.**

That the Mayor and City Commission hereby amend the Zoning Map of the City of Miami Beach as contained in the Land Development Regulations of the City Code by identifying the area described herein as HPD-10, Historic Preservation District Ten.

**SECTION 5. REPEALER.**

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 6. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 7. EFFECTIVE DATE.**

This Ordinance shall take effect ten days following adoption.


**PASSED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM & LANGUAGE  
& FOR EXECUTION:**

  
\_\_\_\_\_  
**CITY ATTORNEY** *GH*

*1-21-04*  
\_\_\_\_\_  
**DATE**

First Reading: January 14, 2004  
Second Reading: February 4, 2004

Verified By: \_\_\_\_\_  
Jorge G. Gomez, AICP  
Planning Director

Underscore denotes new language.  
~~Strike-through~~ denotes deleted language.

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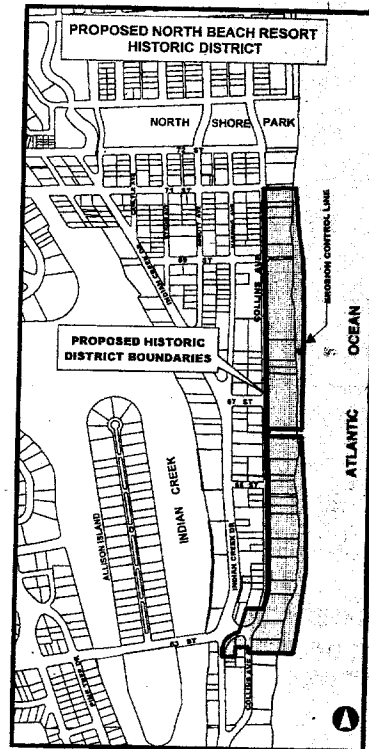
# CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING NOTICE OF ZONING MAP CHANGE



37  
MB www.herald.com | THE HERALD | SUNDAY, JANUARY 25, 2004 |

The City of Miami Beach proposes to adopt the following Ordinance:

An Ordinance of the Mayor and City Commission of the City of Miami Beach, Florida, Amending the Land Development Regulations of the Miami Beach City Code; Amending Section 118-593, "Historic Preservation Designation"; Amending Section 118-593(e), "Delineation on Zoning map"; Amending Section 118-593(e)(2), "Historic Preservation Districts (HPD)" by Designating the North Beach Resort Historic District, Consisting of a Certain Area Which Is Generally Bounded by the Southern Lot Lines of 6084 Collins Avenue, 6261 Collins Avenue, and 210-63rd Street to the South, the Center Line of 71st Street to the North, the Center Line of Collins Avenue and the Western Lot Lines of Certain Properties Fronting on Collins Avenue to the West (Including 6084 Collins Avenue and 6300 Collins Avenue), and the Erosion Control Line of the Atlantic Ocean to the East (Excluding 6605 Collins Avenue), as More Particularly Described Herein; Providing that the City's Zoning map Shall Be Amended



to Include the North Beach Resort Historic District; Adopting the Designation Report Attached Hereto as Appendix "A"; Providing for Inclusion in the Land Development Regulations of the City Code, Repealer, Severability, and an Effective Date.

PUBLIC NOTICE IS HEREBY GIVEN that a second reading public hearing on the Ordinance will be held by the City Commission on **Wednesday, February 4, 2004, at 2:00 p.m., or as soon thereafter as possible, in the City Commission Chambers**, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

The historic district proposed for designation is shown on the map within this Zoning Map Change. The district boundaries may be modified by the City Commission at this meeting.

All persons are invited to appear at this meeting or be represented by an agent, or to express their views in writing addressed to the Miami Beach City Commission c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139.

The Ordinance and other related materials regarding the proposed historic district are available for public inspection during normal business hours in the City Clerk's Office. Inquiries may be directed to the Planning Department at (305) 673-7550. The hearing on this Ordinance may be continued at this meeting and, under such circumstances, additional legal notice would not be provided. Any person may contact the City Clerk's Office at (305) 673-7411 for information as to the status of the Ordinance as a result of the meeting.

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: If a person decides to appeal any decision made by this Board with respect to any matter considered at its meeting or its hearing, such person must insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City of the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).



## **R6 - Commission Committee Reports**

- R6A Verbal Report Of The Finance And Citywide Projects Committee Meeting January 28, 2004: **1)** Discussion Regarding Community Benefit Revisions For The Jackie Gleason Theater Of Performing Arts (TOPA); **2)** Discussion Of The Results Of Negotiations With Market Company, Inc.: a. Fees For Vendor/Merchant Spaces; b. Off-Duty Police; c. Fee/Concession Revenue; **3)** Discussion Regarding Old City Hall Structural Repairs; And **4)** Discussion Regarding The Proposed Amendments To The Beachfront Concession Agreement By And Between The City And Boucher Brothers, Miami Beach, LLC.

AGENDA ITEM R6A  
DATE 2-4-04

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## R6 - Commission Committee Reports

- R6B Verbal Report Of The Joint Finance & Citywide Projects And Neighborhood/Community Affairs Committee On January 28, 2004: 1) A Presentation And Discussion Of The Basis Of Design Report For Phase II Of The South Point Neighborhood Right Of Way Improvement Project.

AGENDA ITEM R6B  
DATE 2-4-04

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**R7  
RESOLUTIONS**

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RESOLUTIONS**

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution Of The Mayor And City Commission Approving And Officially Adopting the South Pointe Neighborhood Phase II Basis of Design Report (BODR) Which Identifies And Describes South Pointe RDA Funded Streetscape, Water, And Stormwater Capital Improvements To Be Implemented Through Phase II of the South Pointe Neighborhood Right of Way Improvement Project.

**Issue:**

Should the City adopt the South Pointe Neighborhood Phase II BODR prepared by Wolfberg Alvarez, Inc. and City staff as the officially approved description of capital improvements to be designed and constructed through Phase II of the South Pointe Neighborhood ROW Improvement Project?

**Item Summary/Recommendation:**

On September 25, 2002 Wolfberg Alvarez, Inc. was contracted by the City to undertake the planning and design of RDA funded streetscape, water, and stormwater improvements to be implemented through Phase II of the South Pointe Neighborhood ROW Improvement Project. The project planning process has followed the standard neighborhood ROW improvement project sequence, from Kick-off meeting to Site Reconnaissance Visit to Visioning Session. Plans were then developed to a level required for presentation at a Community Design Workshop (CDW) on March 4, 2003. Improvements described at the CDW included: milling and resurfacing of all roadways; installation of new curb, gutter, and sidewalk; new lighting installation as required; comprehensive stormwater and water improvements; and installation of new street trees and landscaping. Resident comments and input from CDW 1 were analyzed and plans were modified as appropriate and presented again at a second CDW on May 1, 2003. Since part of the neighborhood lies within the Ocean Beach Historic District, the plans were presented to the Historic Preservation Board on July 8, 2003 and August 12, 2003. In addition, street layout and parking plans for Jefferson Avenue were presented to the Design Review Board on July 15, 2003. Review of the BODR was completed by all City Departments on October 10, 2003. In addition, a joint meeting of the Neighborhoods Committee and the Citywide Projects and Finance Committee was held on January 28, 2004 at South Pointe Elementary School to hear resident input and provide direction on the project. Community consensus in regard to the BODR has been achieved on most components of the project with the exception of three issues: the proposed curbside angle parking on Jefferson Avenue; the proposed six foot sidewalk width on the north/south streets in the project; and the proposed seven foot wide sidewalk and eight foot wide parking spaces on Fourth Street. The Administration recommends approval of the South Pointe Neighborhood Phase II BODR as presented.

**Advisory Board Recommendation:**

NA

**Financial Information:**

**Amount to be expended:**

Source of Funds:



Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

**City Clerk's Office Legislative Tracking:**

Donald P. Shockey, CIP Office

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7A  
DATE 2-4-04



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND OFFICIALLY ADOPTING THE SOUTH POINTE NEIGHBORHOOD BASIS OF DESIGN REPORT, WHICH IDENTIFIES AND DESCRIBES RDA-FUNDED STREETScape, WATER, AND STORMWATER CAPITAL IMPROVEMENTS TO BE IMPLEMENTED THROUGH PHASE II OF THE SOUTH POINTE NEIGHBORHOOD RIGHT OF WAY IMPROVEMENT PROJECT.**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution

### **ANALYSIS**

The Basis of Design Report (BODR) for RDA funded streetscape, water, and stormwater improvements to be implemented through Phase II of the South Pointe Neighborhood ROW Improvement has been completed and submitted by Wolfberg Alvarez, Inc., the consultant contracted by the City to plan and design the improvements. This BODR is the culmination of a comprehensive planning effort that has included input from and review by residents, all City Departments, the Design Review Board, the Historic Preservation Board, and a joint meeting of the Neighborhoods and Finance and Citywide Projects Committees. The next step is for the City Commission to approve the BODR which will then serve as a basis for the preparation of construction drawings for recommended improvements.

### **Project Description**

The South Pointe Neighborhood Right of Way Improvement Project is a comprehensive multi-phase street and infrastructure improvement project based on the South Pointe Master Plan developed and approved by the City in 1999. The South Pointe Master Plan includes all of the area of the City south of Fifth Street. The Master Plan identified comprehensive improvements at a conceptual level and outlined a schedule of five implementation phases.

Construction of Phase I of the Project addressed Third Street from Ocean Drive to Michigan Avenue and Washington Avenue from 5th Street to South Pointe Drive; construction of Phase I improvements was completed in 2002.

On September 25, 2002 Wolfberg Alvarez, Inc. was contracted by the City to undertake the planning and design of RDA funded streetscape, water, and stormwater improvements to be implemented through Phase II of the South Pointe Neighborhood ROW Improvement Project. The Phase II project area includes Michigan Avenue between 5th and 2nd Streets, Jefferson Avenue between 5th and 2nd Streets, Meridian Avenue between 5th and 2nd Streets, Euclid Avenue between 5th and 3rd Streets, 2nd Street between Washington and Michigan Avenues, and 4th Street between Alton Road and Washington Avenue. The scope of work for Phase II includes roadway, drainage, landscaping, streetscape, irrigation, water, electrical, and street lighting improvements.

A Request for Qualifications for the remaining Phases III, IV, and V of the project was issued by the City in January 2004 and planning of this portion of the project is expected to begin this spring. At the conclusion of this portion, all of the infrastructure on every street south of Fifth Street will have been comprehensively improved.

The Phase II project planning process has followed the standard neighborhood ROW improvement project sequence, from Kick-off meeting to Site Reconnaissance Visit to Visioning Session. Plans were then developed to a level required for presentation at a Community Design Workshop (CDW) on March 4, 2003. Improvements described at the CDW included: milling and resurfacing of all roadways; installation of new curb, gutter, and sidewalk; new lighting installation as required; comprehensive stormwater and water improvements; and installation of new street trees and landscaping. Residents were generally supportive of the plans presented, but they did express a desire to have parking on Jefferson Avenue increased.

Resident comments and input from CDW 1 were analyzed and plans were modified as appropriate and presented again at a second CDW on May 1, 2003. Since part of the neighborhood lies within the Ocean Beach Historic District, the plans were presented to the Historic Preservation Board on July 8, 2003 and August 12, 2003. In addition, street layout and parking plans for Jefferson Avenue were presented to the Design Review Board on July 15, 2003.

Review of the BODR was completed by all City Departments on October 10, 2003. In addition, a joint meeting of the Neighborhoods Committee and the Finance and Citywide Projects Committee was held on January 28, 2004 at South Pointe Elementary School to hear resident input and provide direction on the project. Community consensus in regard to the BODR has been achieved on all components of the project. However, members of the Historic Preservation Board expressed a desire to examine a plan that provides for a median with parallel parking along the side of the road and the median, thereby achieving the additional parking requested by the community while avoiding angled parking. The latter concept would likely not be permitted by the City's Fire and Public Works Departments or by Miami-Dade County because of safety and emergency access considerations. Therefore, the Administration recommends approval of the South Pointe Neighborhood Phase II BODR as presented.

## **Background**

On September 25, 2002, the Mayor and City Commission approved a professional services agreement, pursuant to Request for Qualifications (RFQ) No. 57-00/01, with Wolfberg Alvarez, Inc. for the planning, design, and construction administration services required to implement Phase II of the South Pointe Neighborhood ROW Improvement Project. The agreement provided for a fee in the not to exceed amount of \$469,634, comprised of \$80,040 for planning services, \$264,668 for design services, \$8,378 for bidding and award services, \$60,048 for construction administration services, and \$56,500 for reimburseable costs. These costs are all funded with South Pointe RDA funding.

Wolfberg Alvarez was given a Notice to Proceed on November 5, 2002, and the Project Kick-off Meeting was held on the same date. The official site reconnaissance meeting with City staff and representatives of the project Program Manager, Hazen and Sawyer, was held on November 12, 2002. Using information gathered from these meetings, as well as resident input collected from previous planning and community meetings held in the neighborhood, the Consultant developed an initial program of recommended improvements. On January 9, 2003, the project Visioning Session was held at which the Consultant presented the improvements program to City staff for comment and further development.

On March 4, 2003, the revised program of improvements was presented at a Community Design Workshop I (CDW I) held at South Pointe Elementary School. In general, residents in attendance were pleased with the proposed improvements. However, residents expressed a desire to see more parking throughout the neighborhood, especially on Jefferson Avenue, where cars have been parking in a perpendicular format on the east side of the street for some time. Input from meeting attendees was recorded and plans were later adjusted accordingly.

At a second CDW held on May 1, 2003, three alternative parking schemes were presented for Jefferson Avenue: (D1) parallel parking on both sides of the street; (D2) angle parking on one side of the street and parallel on the other; and (D3) angle parking in a median with parallel parking on one side of the street. Attendees were advised that Option D3 would require approval from the City's Fire Department, since medians affect the Fire Department's ability to properly stage life safety equipment, and that such approval might be difficult to obtain. The consensus of the residents in attendance was to implement Option D2, which did not present inherent concerns about emergency vehicle staging, yet addressed the need for additional parking in the area.

Based on the consensus achieved, a draft BODR was prepared and submitted in June 2003 for circulation to City Departments for review. Because part of the project lies within the Ocean Beach Historic District, CIP staff presented the draft BODR, including the three Jefferson Avenue parking options that had been considered, as a discussion item to the Historic Preservation Board (HPB) on July 8, 2003. Board members expressed varying reactions to the concept plan with general support being evident except on two issues: parking along Jefferson Avenue and utilization of the outermost two feet of right of way on

each side of all of the streets within the project area. The Board requested that the median parking alternatives, including median parallel parking, be explored further with the various regulatory agencies, and that the City reconsider reclamation of the 2-ft strip of right of way for incorporation in the project.

While doing the research needed to respond to the Historic Preservation Board's requests, the project team also made a presentation to the City's Design Review Board, as the Planning Department had determined that the introduction of angle parking would require that Board's approval for the 200 block of Jefferson Avenue which lies outside the Ocean Beach Historic District. On July 15<sup>th</sup>, street layout and parking plans for Jefferson Avenue were presented to the Design Review Board. The Board was supportive of the plans presented and the introduction of angle parking in the 200 block of Jefferson Avenue.

Previous direction obtained by the CIP Office from the Fire Department indicated their position that they would only approve of new medians where mid-block "breaks" of approximately 40-ft in length are included. These "breaks" were deemed necessary because Fire Department ladder trucks require 18-ft clear pavement widths to deploy their stabilizer arms. This need is usually met by utilizing the combined travel lanes of a two-lane street, a space that is typically 20 to 26-feet wide. However, the construction of a new median on a two-lane street narrows available travel lane space to approximately 11 feet, which is insufficient for Fire Department vehicle deployment. In addition, an 11 foot travel lane flanked on both sides by parallel parking spaces creates a potential for both emergency vehicles and regular traffic to be blocked by a vehicle, such as a delivery truck, that temporarily stops in the travel lane.

CIP staff again met with Fire Department representatives to discuss the Jefferson Avenue median parking concept and the Department stated that they would only support the median parking if it included breaks like the ones specified for similar improvements. However, the project design consultant estimated that the inclusion of these breaks in the Jefferson Avenue design would result in only a marginal increase in the number of parking spaces under this plan as compared to the number created by implementing the curbside angled parking plan.

For the pedestrian median proposed on Drexel Avenue through the Flamingo neighborhood project, the Fire Department agreed to accept the proposed continuous median contingent upon the tree planting scheme being altered to create a number of breaks with adjacent dedicated bump outs to allow for the staging of ladder truck outriggers.

For pedestrians, the median parking treatment creates a safety issue by having them exit their parked vehicle and cross the street in the middle of the block. This can be partially resolved by including a walkway in the median that would lead them to the crosswalk at the nearest intersection. However, the inclusion of a sidewalk of adequate width to meet this need would limit or prevent the installation of trees and landscaping in the median and is therefore not supported. Additionally, it has been determined that there are underground pipes in the area of the median, which would preclude the planting of trees in the median.

In response to the concerns expressed by the Historic Preservation Board regarding utilizing the full width of the existing right of way, the CIP Office and Wolfberg Alvarez believe that the design goals of the project have been achieved without utilizing the additional 4 feet of right of way that is currently encroached on by a number of private fences, walls, landscaping, etc. In regard to the proposed median angle parking, the utilization of these 4 feet would add only 2 feet to each travel lane which still does not meet the Fire Department's ladder truck width requirements, nor would it resolve the problem of the travel lanes being blocked by temporarily stopped vehicles.

In general, the CIP Office has been attempting in the right of way improvement program to use only that portion of the right of way that is required to meet the project's design goals. If the design goals can be met without using the full right of way, then the City can avoid the contentious and lengthy process of removing encroachments from the right of way. The general design concept for Phase II of the Project has been to focus planned improvements within the right of way currently used while implementing all desired improvements. This design approach developed as a result of the bitterly critical and extremely vocal public outcry opposing the Phase I design concept, which completely redesigned the streets utilizing the full right-of-way width, and thus, called for the removal of many existing encroachments.

At that time, there was extensive discussion by the community and the City Commission advising staff that this was an extremely inappropriate and insensitive approach that was damaging to the historic character and fabric of the neighborhood. The project design was subsequently modified during construction, which created a great deal of disruption, to limit the improvements to the existing area of the right of way in use. This modified design was well received by the community and therefore was adopted as a starting point for planning Phase II of the project. This general approach does not preclude the City from using the full right of way at a future time if so required.

As requested, CIP and consultant staff presented all of the above information related to median parking options and utilization of right of way in summary form to the Historic Preservation Board as a discussion item at their meeting on August 12, 2003. The presentation included several versions of a median parallel parking option that had not been previously considered and is not recommended by the Project designers or the CIP Office for the same reasons identified above.

Despite the staff recommendation, the Board again requested that this option be further explored on Jefferson Avenue, with the understanding that there would still be a forty foot long break in the middle of each block and that the implementation of the scheme would likely require the use of all 70 feet of right of way, necessitating the removal of a number of documented encroachments. All of the safety concerns discussed above remain to be addressed if this option is implemented. This design has been analyzed and considered but has not been supported for a variety of reasons by a number of other entities, including the Fire Department and Public Works Department, whose input into the project design is very important. Various versions of the design have been considered, including those that would require use of the full right of way and others that could be

implemented in the existing area of use. While the City would like to avoid the problems experienced in Phase I of the project with utilization of the full right of way, this is not the primary reason that the median parking design is not supported at this time. The main objections to the design stem instead from concerns about public safety, traffic flow, and emergency access. Therefore, CIP and consultant staff are unable to support any of the median parking options.

At the joint meeting of the Citywide Projects and Finance Committee and the Neighborhoods Committee meeting held on January 28<sup>th</sup> at South Pointe Elementary School, residents expressed general support for the proposed improvements although differing opinions were expressed on the following issues: (1) the proposed parking scheme for Jefferson Avenue; (2) on north/south streets in the project, increasing the proposed sidewalk width of six feet to eight feet which can only be achieved by reclaiming the outer two feet on both sides of the right of way; and (3) the proposed 7 foot sidewalk width and 8 foot parking width on Fourth Street as compared to the 8 foot sidewalk and 7 foot parking spaces which were implemented on Third Street in Phase I of the project. The project team proposed the seven foot sidewalk/eight foot parking lane to address safety concerns regarding the interaction between parked cars and moving vehicles on the street. The Committee members listened to all of the resident, staff, and consultant input but deferred taking a vote on the issues. They expressed a preference to have the issues heard and voted on by the full City Commission at the February 4<sup>th</sup> Commission meeting.

### **Project Funding**

Project funding at this time totals \$6,266,778, all of which will be funded through the South Pointe RDA. This total includes items identified in the 1999 Master Plan - \$2,291,297 for streetscape improvements, \$1,175,440 for stormwater improvements, and \$303,340 for water line improvements – as well as \$1,646,700 in supplemental funding for all improvements to reflect cost increase since estimates were originally made in the Master Plan in 1999; and \$850,000 in contingency funding for enhanced lighting and water main improvements beyond what was called for in the Master Plan.

### **Water Distribution System Improvements**

All of the water line improvements called for the 1994 Water System Master Plan have been included in the project. Some additional water line upgrades will also be made including the extension of two lines across 5<sup>th</sup> Street. New fire hydrants will also be added as required.

### **Stormwater Drainage Improvements**

Only part of the project area covered by the BODR was identified as a priority basin for stormwater drainage in the 1997 City of Miami Beach Comprehensive Stormwater Management Plan. However, comprehensive drainage improvements will be made throughout the project area in recognition of the stormwater needs created by the intensity of development in the area. Drainage improvements will include new catch basins, new

transmission mains, gravity disposal wells, and connectors to existing outfalls. Street milling and resurfacing will also improve conveyance to curbs.

### **Streetscape Improvements**

In general, proposed project streetscape improvements effort are focused on the enhancement of pedestrian connections, the provision of street trees for shade and beautification, and a retention or increase in street parking spaces, in addition to the basic improvement of resurfacing for smoother traffic flow. Eight typical streetscape treatments were developed to address the varying conditions, restrictions, and opportunities within the project area. In general, sidewalks will be widened to 6 feet, canopy street trees will be installed, and the number of parking spaces will be maximized to the extent possible. The total number of on street parking spaces to be provided is approximately 380 spaces, an increase from the 335 existing spaces, not all of which are in compliance with parking safety standards.

The eight treatments include the following:

- (A) Bulb-outs will be installed at the intersections of 5<sup>th</sup> Street and Lenox, Michigan, Jefferson, Meridian, and Euclid Avenues to improve east west pedestrian flow along 5<sup>th</sup> Street and to reflect similar neighborhood entrance treatments being design for the north side of 5<sup>th</sup> Street through the Flamingo Neighborhood Project. On Michigan Avenue, the bulb out will be reduced to provide for school bus access.
- (B) On Euclid Avenue, angle parking will be introduced on the east side of the street consistent with the commercial nature of properties on that side of the street; parallel parking will be retained on the west side.
- (C) On Meridian Avenue, parallel parking will be retained, sidewalks widened, and the existing calophyllum shade tree treatment will be enhanced with infill tree planting.
- (D) On Jefferson Avenue, sidewalks will be widened to 6 feet, canopy trees will be planted, parallel parking will be retained on the east side of the street, and angle parking will be constructed on the west side of the street.
- (E) On Michigan Avenue, sidewalks will be widened to 6 feet and canopy trees will be installed. In the 400 block, there will be parallel parking at the curb. In the 300 block, a bus drop off zone will service the elementary school during the day and be used for parking at night. In the 200 block, angle parking will be created on the west side of the street adjacent to school playing fields.
- (F) On 4<sup>th</sup> Street, sidewalks will be widened to 7 feet which will include tree planting wells for small palms; the need to maintain 8 foot wide parking spaces prevents further widening of the tree planting spaces.
- (G) On the north side of 2<sup>nd</sup> Street, sidewalks will be widened to 7 feet, canopy trees will be planted, and curbside parallel parking will be provided. The existing improvements on

the south side of the street made recently by the adjacent private developments will be retained.

- (H) Intersection crosswalk treatments will match those installed in Phase I of the project. For the residential areas, there will be raised corners with two separate crosswalks ramps and corner landscaping as appropriate. For the commercial areas of the project, which in this phase are limited to intersection of 4<sup>th</sup> Street and Washington, there will be one corner curb cut which matches the treatments installed on Washington Avenue and on Third Street from Washington Avenue to Ocean Drive.

### **Lighting**

New acorn light fixtures which meet the City's latest glare and light distribution standards retrofitted to provide additional light that meets these same standards, and new infill lighting will be added as needed. New cobra lights will be installed in alleys.

### **Project Implementation Schedule**

The BODR includes the following project implementation schedule:

<b>Task 1</b> Planning	November 2002 - February 2004
<b>Task 2</b> Design and Permitting	February 2004 - February 2005
<b>Task 3</b> Bid / Award	February 2005 - June 2005
<b>Task 4</b> Construction	July 2005 - December 2006

### **CONCLUSION**

The Administration recommends approval of the BODR for Phase II of the South Pointe Neighborhood Right of Way Improvement Project. By approving the BODR, the City will officially end the planning process for this neighborhood and finalize the design concept. No added input on the concept will be solicited nor changes made unless formal construction design efforts uncover flaws or errors.

JMG/RSM/TH/DPS

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND OFFICIALLY ADOPTING THE SOUTH POINTE NEIGHBORHOOD BASIS OF DESIGN REPORT, WHICH IDENTIFIES AND DESCRIBES RDA-FUNDED STREETScape, WATER, AND STORMWATER CAPITAL IMPROVEMENTS TO BE IMPLEMENTED THROUGH PHASE II OF THE SOUTH POINTE NEIGHBORHOOD RIGHT OF WAY IMPROVEMENT PROJECT.**

**WHEREAS**, on September 25, 2002 Wolfberg Alvarez, Inc. was contracted by the City to undertake the planning and design of RDA funded streetscape, water, and stormwater improvements to be implemented through Phase II of the South Pointe Neighborhood ROW Improvement Project which includes Michigan Avenue between 5th and 2nd Streets, Jefferson Avenue between 5th and 2nd Streets, Meridian Avenue between 5th and 2nd Streets, Euclid Avenue between 5th and 3rd Streets, 2nd Street between Washington and Michigan Avenues, and 4th Street between Alton Road and Washington Avenue; and

**WHEREAS**, Wolfberg Alvarez and City staff have completed a rigorous planning process which included input from and review by residents, all City Departments, the Design Review Board, the Historic Preservation Board, the Neighborhoods Committee, and the Finance and Citywide Projects Committees; and

**WHEREAS**, the Basis of Design Report (BODR) which identifies Project improvements has been completed and submitted by Wolfberg Alvarez, Inc. and is made a part of this resolution by reference; and

**WHEREAS**, construction funding for the Project totaling \$6,266,778 is available from South Pointe RDA funds; and

**WHEREAS**, the next step in implementing the Project is for the City Commission to approve the BODR which will then serve as a basis for the preparation of construction drawings for recommended improvements.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the BODR, which has been submitted to the Mayor and Commission and made a part of this resolution by reference, and which identifies water, stormwater, and streetscape improvements to be implemented through Phase II of the South Pointe Neighborhood Right of Way Improvement Project is hereby approved and adopted.

**PASSED, ADOPTED AND APPROVED this 4th day of February, 2004.**

**ATTEST:**

\_\_\_\_\_  
**MAYOR:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

1-30-04  
Date

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution Accepting the Recommendation of the City Manager Pertaining to the Ranking of Proposals Received Pursuant to Request for Qualifications (RFQ) No. 69-02/03, for Architectural, Engineering, Design and Construction Administration Services Needed to Plan, Design, and Construct a Multipurpose Parking Facility on the Current Site of the City Hall Surface Parking Lot; Authorizing the Administration to Enter Into Negotiations with the Top Ranked Firm of Perkins and Will, and Should the Administration Not Be Able To Successfully Negotiate an Agreement With Perkins and Will; Authorizing the Administration to Enter Into Negotiations with the Second Ranked Firm of Zyscovich, Inc.

**Issue:**

Shall the City Commission Accept the City Manager's Recommendation and Authorize the Administration to Negotiate a Contractual Agreement?

**Item Summary/Recommendation:**

The Evaluation Committee believes that both Perkins & Will and Zyscovich are highly qualified firms capable of providing excellent Architectural and Engineering services. After much discussion relative to ranking, the seven member Committee agreed to rank the firms as follows: Zyscovich (four first place votes); and Perkins & Will (three first place votes).

The City Manager exercised his due diligence and reviewed the proposals submitted by Zyscovich and Perkins & Will, as well as copies of their respective presentations, reference checks conducted by the Procurement Division and URS, and determined that both firms are capable and have the knowledge, skills and abilities to provide the needed professional services.

Since the selection of the most qualified Architectural and Engineering firm is governed by the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes, the City Manager must also consider the volume of work previously awarded by the City, to ensure an equitable distribution of City projects. And inasmuch as Perkins & Will has not previously been awarded a City contract, and considering the experience and qualifications of the Perkins & Will team, the City Manager is recommending Perkins & Will as the top ranked firm. However, recognizing that the Committee as part of their recommendation stated that both firms are very capable of providing the needed services, both firms have been asked to provide the City Commission with a 20-minute presentation, so that the City Commission may have the opportunity to decide which firm is the most qualified for this project.

**ADOPT THE RESOLUTION.**

**Advisory Board Recommendation:**

N/A.

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 80px; margin: 0 auto;"></div> Finance Dept.	1			
	2			
	3			
	4			
	<b>Total</b>			

**City Clerk's Office Legislative Tracking:**

Gus Lopez, ext. 6641

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
TH	RCM	JMG

T:\AGENDA\2004\Feb0404\Regular\ParkingFacilitySummary.doc

AGENDA ITEM

R7B

DATE

2-4-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

*for*

**Subject:** A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 69-02/03, FOR ARCHITECTURAL, ENGINEERING, DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES NEEDED TO PLAN, DESIGN, AND CONSTRUCT A MULTIPURPOSE PARKING FACILITY ON THE CURRENT SITE OF THE CITY HALL SURFACE PARKING LOT; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP RANKED FIRM OF PERKINS AND WILL, AND SHOULD THE ADMINISTRATION NOT BE ABLE TO SUCCESSFULLY NEGOTIATE AN AGREEMENT WITH PERKINS AND WILL; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE SECOND RANKED FIRM OF ZYSCOVICH, INC.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

On July 30, 2003, the Mayor and City Commission approved the first reading of a Resolution describing a proposed Development Agreement between the City of Miami Beach and the New World Symphony (NWS) for the development of a portion of the surface parking lot bounded by 17th Street to the north, North Lincoln Lane to the south, Washington Avenue to the east and Pennsylvania Avenue to the west. The proposal was for construction of an approximately 50,000 square foot educational, performance, and internet broadcast facility with an exterior screen, and an approximately 320 space public parking garage facility on the project site.

A key term of the Development Agreement is that the City will proceed with developing a new Multipurpose Municipal Parking Facility on the site of the current City Hall surface lot with the goal of having a new facility operational by November 2007. Throughout the negotiations with the NWS, the Administration has consistently stated that replacement parking must be built before displacement of parking from either of the 17th Street surface parking lots. The Multipurpose Municipal Parking Facility must be built and completed, or an alternate acceptable replacement parking location must be identified, prior to NWS's commencement of project construction.

The Resolution before the Commission will select the top ranked firm for the Multipurpose Municipal Parking Facility and allow the City to proceed on schedule with this component of the overall NWS project.

## **PROJECT SITE**

The site for the Project, designated the Multipurpose Municipal Parking Facility, is bounded to the north by the Convention Center Preferred Parking Lot ("P Lot"), to the west by Meridian Avenue, to the east by City Hall and to the south by 17th Street and the City owned building at 1701 Meridian Avenue (also known as 777 17th Street).

## **SCOPE OF SERVICES**

The Project will consist of the construction of a Multipurpose, multi-story parking structure which will provide parking for 450 to 600 cars. In addition, the structure may include, as is ultimately determined by the planning process, intermodal facilities, retail or residential accessory space, office space, and related public area improvements. Project elements include site demolition, renovation and construction, landscaping, enhanced lighting, roadway interface, and streetscape improvements.

The Project will include Planning, Design, Bid and Award, and Construction Management Phases as follows:

**Planning Phase:** The purpose of this Phase is to establish a consensus design concept that meets the Project's functional requirements, addresses community input, and stays within established schedule and cost parameters. The Planning Phase of the Project will include the following major tasks: (1) Project Kick-Off Meeting; (2) Site Reconnaissance Visit and Development of Design Concept Alternatives; (3) Visioning Session to clarify project goals and confirm budget; (4) two Community Design Workshops to provide residents the opportunity to participate in the planning process; and (5) the preparation and presentation of a Basis of Design Report (BODR) for approval by the Mayor and City Commission.

**Design:** The Design Phase of the Project will include the following tasks: (1) establishment of requirements for the preparation of project contract documents; (2) performance of a variety of forensic tasks to verify, to the extent practicable, existing conditions and the accuracy of base maps to be used for development of the contract drawings; (3) preparation of contract documents, inclusive of drawings, specifications, and front-end documents, with constructability and value engineering reviews to be performed by others; (4) the preparation of opinions of total probable cost; (5) the review of contract documents with jurisdictional permitting agencies prior to finalization; and (6) the development of final (100%) contract documents.

**Bid and Award:** The purpose of this Phase is to secure, through a fair and impartial process, a firm price for construction of the Project from qualified construction contractors, gain the approval of the Mayor and City Commission to execute a contract with the most qualified contractor, and execute said contract.

During this Phase, the Design Firm will assist the City and Program Manager in the following stages of the process: (1) Delivery of permit-approved documents for the purpose of bidding; (2) Holding of a Pre-Bid conference and responding to inquiries of prospective bidders by preparing written addenda; (3) Bid evaluation and recommendation of action; (4) provision of Construction Contract Documents for execution by the City and the successful bidder; and (5) provision of As-Bid Contract Documents.

**Construction Administration:** This Phase of the Project provides for the administration and management of the contract for construction. The Design Firm, with its consultants will monitor construction, attend construction progress meetings a minimum of once per week and respond to all construction administration phase duties as specified in the contract documents and the City of Miami Beach agreement for professional Architectural and Engineering Services. At least one (1) month prior to Substantial Completion, the design firm will meet on site with the City of Miami Beach staff, the Program Manager and the Contractor to develop a preliminary punch list.

### **EVALUATION PROCESS**

On September 10, 2003, the City Commission authorized the issuance of a Request for Qualifications No. 69-02/03 for Architectural, Engineering, Design, and Construction Administration Services needed to Plan, Design, and Construct a Multipurpose Municipal Parking Facility on the current site of the City Hall Surface Parking Lot (the "RFQ").

The RFQ was issued on September 29, 2003 with a deadline for receipt of responses of October 31, 2003. A pre-proposal conference to provide information to firms considering submitting a response was held on October 16, 2003. A total of 88 individuals/firms downloaded or obtained a copy of the RFQ, which resulted in the receipt of 13 proposals.

The City Manager via Letter to Commission (LTC) appointed the following individuals to the Evaluation Committee for the RFQ (the "Committee"):

Saul Frances	Director, Parking Department
Jorge Gomez	Director, Planning and Historic Preservation Department
Stacy Lotspeich	Senior Capital Projects Planner, CIP
Steve Nostrand	Chair, Transportation and Parking Committee
Mitch Wentworth	Chair, Lincoln Road Marketing Association
Luigi Vitalini	Architect, Member of Coral Gables Architectural Review
Doug Tober	General Manager, SMG

Saul Frances was appointed as the Committee Chair.

**Commission Memo Re RFQ 69-02/03 – A/E Services for Parking Facility**  
**February 4, 2004**  
**Page 4 of 8**

On December 4, 2003, the Committee convened and all members with the exception of Jorge Gomez were in attendance. Jorge Gomez due to scheduling conflicts was replaced by William Cary. The Committee decided to "short list" the firms and invited the finalists for presentations. After discussing the pros and cons of each firm, the Committee proceeded to score and rank each firm as follows:

<u>Firm</u>	<u>Saul Frances</u>	<u>Stacy Lotspeich</u>	<u>Stephen Nostrand</u>	<u>Luigi Vitalini</u>	<u>Mitchell Wentworth</u>
Arquitectonica	80 (1)	83 (5)	85 (1)	83 (2)	72 (4)
BEA Intern'l	59 (9)	73 (10)	60 (7)	79 (5)	50 (8)
Beame Architectual	62 (7)	84 (4)	80 (3)	77 (6)	49 (9)
Bermello Ajamil	74 (3)	75 (9)	83 (2)	79 (5)	48 (10)
Borelli & Associates	65 (6)	83 (5)	80 (3)	79 (5)	40 (11)
Corradino Group	67 (5)	78 (7)	53 (8)	76 (7)	73 (3)
Gambach Architects	60 (8)	76 (8)	60 (7)	73 (8)	67 (5)
HOK	77 (2)	80 (6)	65 (6)	81 (4)	74 (3)
Perkins & Will	73 (4)	88 (2)	85 (1)	84 (1)	89 (1)
SBLM Architects	55 (10)	80 (6)	75 (5)	73 (8)	60 (6)
Spillis Candella	77 (2)	83 (5)	78 (4)	81 (4)	53 (7)
Wolfberg Alvarez	80 (1)	87 (3)	83 (2)	82 (3)	74 (3)
Zyscovich	80 (1)	92 (1)	83 (2)	84 (1)	87 (2)

Based on the above scoring and ranking, the Committee decided to invite the following four firms for presentations:

1. Perkins & Will;
2. Zyscovich;
3. Arquitectonica; and
4. Wolfberg Alvarez

On December 17, 2003, the Committee convened and listened to 20-minute presentations from Perkins & Will; Zyscovich; Arquitectonica; and Wolfberg Alvarez. Immediately following each presentation, a 15-minute question and answer session was conducted. The Committee then deliberated and scored and ranked the firm as follows:

<u>Firm</u>	<u>William Cary</u>	<u>Saul Frances</u>	<u>Stacy Lotspeich</u>	<u>Stephen Nostrand</u>	<u>Doug Tober</u>	<u>Luigi Vitalini</u>	<u>Mitchell Wentworth</u>
Arquitectonica	94 (3)	88 (3)	89 (3)	91 (3)	92 (2)	91 (3)	82 (3)
Perkins & Will	98 (1)	92 (2)	91 (2)	96 (1)	85 (3)	94 (1)	89 (2)
Wolfberg Alvarez	86 (4)	86 (4)	86 (4)	85 (4)	78 (4)	85 (4)	72 (4)
Zyscovich	96 (2)	95 (1)	95 (1)	92 (2)	95 (1)	93 (2)	100 (1)

The Committee believes that both Perkins & Will and Zyscovich are highly qualified firms capable of providing excellent Architectural and Engineering services. After much discussion relative to ranking, the Committee agreed to rank the firms as follows:

1. Zyscovich (four first place votes);
2. Perkins & Will (three first place votes);
3. Arquitectonica; and
4. Wolfberg Alvarez.

### **PERKINS & WILL**

Perkins & Will has been in practice since 1937. They have been doing work in Florida since 1942. In the past ten years, their practice has been responsible for more than 50 million square feet of new and renovated office, medical, retailing, hospitality, and conference facilities in the United States and abroad. More than 60 of their corporate and commercial projects have been honored for design excellence.

Perkins & Will's Managing Principal, Jose Gelabert-Navia, AIA, has more than twenty-five years of experience as an Architect; Mr. Gelabert-Navia is the Managing Director of Perkins & Will, Miami. Mr. Gelabert-Navia has been involved in a variety of projects, including academic buildings, museums, corporate and residential work. He is currently working on the new Delray Beach Public Library and Village of Merrick Park Housing in Coral Gables, Florida. His design for the Museum of Contemporary Art in North Miami has been extensively published. He is a Professor of Architecture and former Dean of the School of Architecture at the University of Miami.

Perkins & Will has won numerous design awards. The following is a list of notable awards for Perkins & Will:

- AIA 1999 Firm of the Year
- Building Design & Construction Giants 2003 - Ranked #2
- Modern Healthcare 2002 #1 Firm
- American Society of Interior Designers Awards (15)
- Modern Healthcare Design Awards (5)
- AIA Silver Medal for Overall Design Excellence
- AIA Design Awards (38)
- ASHRAE Energy Award
- Atlanta Urban Design Commission Award
- National Endowment for the Arts Award



Perkins & Will's experience with representative list of similar projects include:

- 1200-Car Garage for the Village of Merrick Park
- 1430-Car Garage for the Clinical Research Facility & Wellness Center at U of M.
- 582-Car Garage for the Skybridge Condominium Tower
- 540-Car Garage for Rush/Walton Annex Parking Garage
- 760-Car Garage for Lexington Medical Center Parking Deck
- 300-Car Garage for Floyd Medical Center and Parking Deck
- 260-Car Garage for Piedmont 2001 Building & Parking Garage
- 235-Car Garage West Wacker Drive
- 1,450-Car Garage for 900 North Michigan Avenue – Chicago, IL
- 250-Car Garage for the Clare at Water Tower – Chicago, IL
- 929-Car Garage for the North Garage; 1839-Car Garage for the East Garage; and 851-Car Garage for the Northeast Garage for Sears Merchandise Group.

### **Perkins & Will Team**

**Donnell, DuQuesne & Albaisa, P.A. (DDA)**

#### **Structural Engineering**

The firm of Donnell, DuQuesne, & Albaisa, P.A. have helped design structures for a great variety of uses, including the American Airlines Arena, Miami International Airport - concourses and terminals, The Village of Merrick Park, The Collection, Florida International University student center, University Of Miami - law school addition and several schools in Miami-Dade, Broward and Palm Beach Counties.

### **Edwards and Kelcey**

#### **Civil Engineering**

Edwards and Kelcey is an engineering, design, planning and construction management firm with more than half a century of commitment to developing and executing products, programs and projects.

### **Johnson, Avedano, Lopez, Rodriguez and Walewski**

#### **Engineering Group, Inc.**

#### **MEP Engineering**

An Award Winning Firm organized in 1985 to provide Quality Energy Efficient Engineering Design for all types of Mechanical and Electrical Systems. This firm will provide Lighting Design to emphasize Form, Light, Texture and Color, thus capturing the spirit of the Architectural Design.

### **ZYSCOVICH, INC.**

Established in 1977, Zyscovich currently employs a staff of 90+, which includes registered architects, interior designers, planners and a licensed general contractor. The firm's principal, Bernard Zyscovich, is Past Chairman of the Miami Design Preservation League. Zyscovich, Inc., completed the update to the Convention Center District Masterplan, which included the Multipurpose Municipal Parking Facility.

Zyscovich, Inc. has completed significant projects within the Historic District, as well as other locations, all of which involved inventive urban planning and architectural design. Projects on Miami Beach that are significantly relative to this facility are the Anchor Place Shops and Garage, the Lincoln Cinema Garage, The Flamingo Garage, and the Mirador Garage. The Anchor Place project won the AIA Miami Excellence in Urban Design Award and the Lincoln Cinema won the AIA Miami and AIA Florida Excellence in Architecture Awards.

Zyscovich's experience with representative list of similar projects include:

- 2,000-Car Parking Facility, the Flamingo, Miami Beach
- 1000-Car Parking Facility I, FIU, Miami
- 1000-Car Parking Facility II, FIU, Miami
- The Mirador Parking Garage, Miami Beach
- 800-Car Garage (Anchor Place) for Loews
- 287-Car Garage for Lincoln Center
- 210-Car Garage for 500 Block of Collins
- 167-Car Garage for the Meridian
- 530-Car Garage for Brickell Bay
- 104-Car Garage for Grove Garden
- 500-Car Garage for Ocean Crest Beach

Detail information relative to the above listed projects is attached.

### **Zyscovich's Team**

#### **Curtis+ Rogers Design Studio, Inc.**

Aida M. Curtis ASLA, Principal  
Landscape Architect

Ms. Curtis has 17 years of experience on a variety of project types including park design, urban design and corporate/commercial design. Ms. Curtis has worked on a number of multidisciplinary teams and has been responsible for producing complex bid packages.

#### **Walker Parking Consultants, Inc.**

John K. Bushman, PE  
President/ CEO

Mr. Bushman is the President and Chief Operating Officer for Walker Parking Consultants and will serve as Functional Consultant. He has been personally involved in the planning and functional design of over 300 parking facilities throughout the United States. Mr. Bushman has experience in feasibility studies and the restoration of existing parking facilities.

### **REFERENCE CHECKS**

The Procurement Division and URS conducted reference checks and found that both firm's references were very pleased with the firm's responsiveness, professionalism, and design solutions. The references provided very positive feedback relative to both Zyscovich and Perkins and Will, and all expressed a desire to work with the respective firms again on other projects. Attached are copies of all the reference check forms.

### **CITY MANAGER'S REVIEW**

The City Manager exercised his due diligence and reviewed the proposals submitted by Zyscovich and Perkins & Will, as well as copies of their respective presentations, and the results of the reference checks conducted by the Procurement Division and URS. It was evident from the documentation reviewed that both firms are equally competent and qualified to perform the services required for this project.

Since the selection of the most qualified Architectural and Engineering firm is governed by the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes, the City Manager must also consider the volume of work previously awarded by the City, to ensure an equitable distribution of City projects. And inasmuch as Perkins & Will has not previously been awarded a City contract, and considering the experience and qualifications of the Perkins & Will team, the City Manager is recommending Perkins & Will as the top ranked firm.

### **CONCLUSION**

Recognizing that both firms are very capable of providing the needed services and the importance of this project to the citizens of Miami Beach, I have invited both firms to provide the City Commission with a 20-minute presentation, so that the City Commission may have the opportunity to decide which firm is the most qualified for this project. But it is the Administration's recommendation that the City Commission adopt the attached Resolution, which accepts the recommendation of the City Manager pertaining to the ranking of proposals received pursuant to Request for Qualifications (RFQ) No. 69-02/03, for architectural, engineering, design and construction administration services needed to plan, design, and construct a Multipurpose Municipal Parking Facility on the current site of the City Hall Surface Parking Lot; authorizing the Administration to enter into negotiations with the top ranked firm of Perkins and Will, and should the Administration not be able to successfully negotiate an agreement with Perkins and Will; authorizing the Administration to enter into negotiations with the second ranked firm of Zyscovich, Inc.

# Zyscovich

## List of Projects

## Section B. Experience

### The Flamingo / Parking Garage

Miami Beach, FL



#### Description:

Zyscovich, Inc. was commissioned to provide services for the complete gut rehab and renovation of the two-building, 1,100-unit complex. The challenge was to develop a design that would upgrade the facility to luxury rentals, and add new units, all within the City of Miami Beach's strict zoning requirements. In addition to the renovation, the firm designed a new 32-story tower, a **2,000 car garage**, townhouses at street level, and a spectacular fitness center atop the parking structure. The firm was intent on avoiding the construction of a massive parking podium-cum-residential tower, which would have blighted both the residential street front and the view from and to the Bay. The garage is wrapped by apartments on three sides and is not visible to pedestrians along Bay Road. Connections between the garage and apartments at each level enable residents to walk directly to their apartments from their cars, facilitated by parking assignment planning.

#### Contact Names:

Owner: Apartment Investment  
& Management Company (AIMCO)  
Joseph deTuno  
4582 South Ulsper Street Parkway, #100  
Denver, Colorado 80237  
303-691-4494

**Start:** 1998

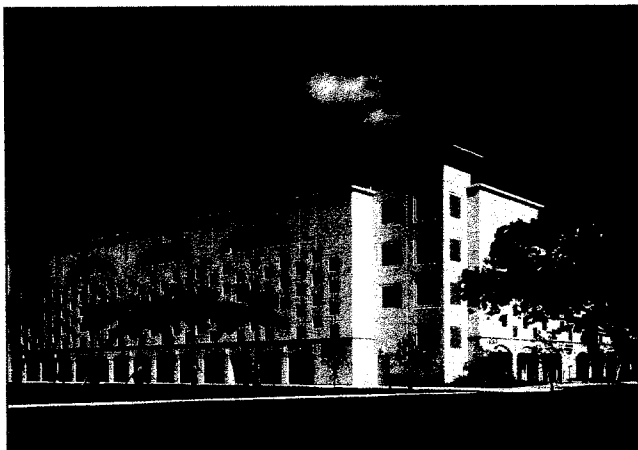
**Complete:** 2003

**Budget:** \$12 Million - Garage Portion Only.

**Outcome:** The garage was completed on time and within budget.

- 2000 Spaces
- Dense Urban Setting
- Multi-Purpose Facility
- Residential

**FIU Parking Garage I**  
Miami, FL



**Description:**

The design of the facility had to adapt to the University's master plan that reconfigures the main campus entrance with three new parking garages. Requirements for the specific structure called for an architecturally inviting and pedestrian-friendly parking facility that suitably denotes the entrance to a place of learning. The design also had to be compatible in material and style to the prevalent classically derived architectural vocabulary of the University. Requirements for the specific structure called for an architecturally inviting and pedestrian-friendly parking facility that suitably denotes the entrance to a place of learning. The design also had to be compatible in material and style to the prevalent classically derived architectural vocabulary of the University.

**Contact Names:**

Owner: FIU  
Robert Griffith, Director  
Campus Support Complex #236  
Miami, FL  
305-348-4000

**Start:** 1996

**Complete:** 1998

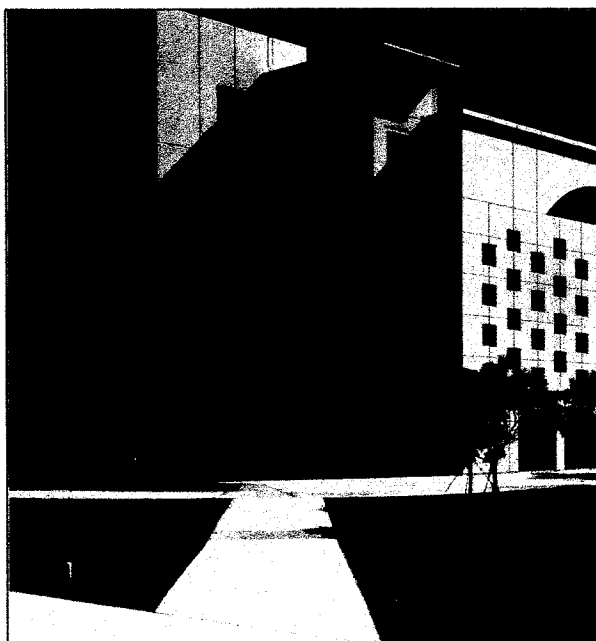
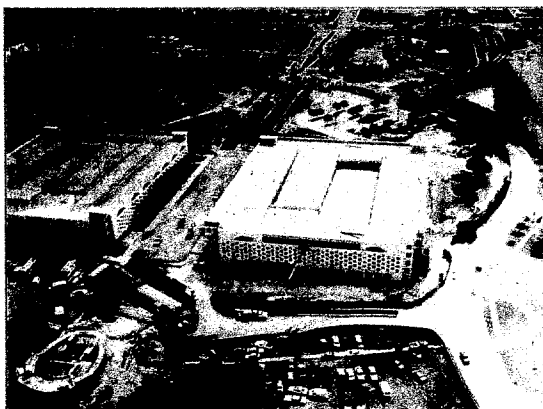
**Budget:** \$6.3 Million

**Outcome:** Completed Successfully

- **1,000 Spaces**
- **Multi-Purpose Facility**
- **Offices**
- **Busy Campus Setting**

## FIU Parking Garage II

Miami, FL



### Description:

Like Phase I, Phase II also required a statement of entry to the campus and an emphatic sense of security for evening students and visitors. Likewise, its design had to adapt to the University's master plan that reconfigures the main campus entrance with three new parking garages. Requirements for the specific structure called for an architecturally inviting and pedestrian-friendly parking facility that suitably denotes the entrance to a place of learning. The design also had to be compatible in material and style to the prevalent classically derived architectural vocabulary of the University.

### Contact Names:

Owner: FIU  
Robert Griffith, Director  
Campus Support Complex #236  
Miami, FL  
305-348-4000

- 1,000 Spaces
- Busy Campus Setting

**Start:** 1999

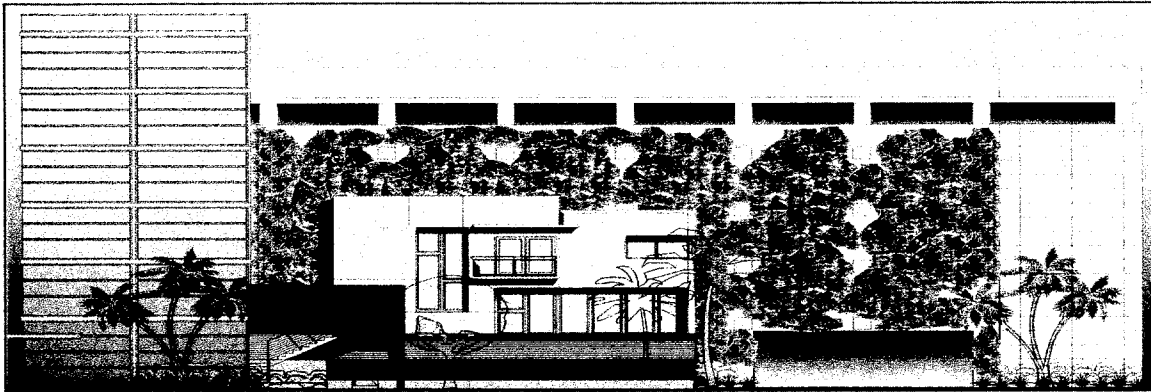
**Complete:** 2001

**Budget:** \$7 Million

**Outcome:** Completed Within Budget Parameters

## Mirador / Parking Garage

Miami Beach, FL



### Description:

Construction is underway on the five-story parking facility on West Avenue at 11th Street to serve residents of the Mirador apartment rental complex. So successful was Zyscovich's renovation of the mid-1960s high rises, formerly known as Forte Towers, that the existing parking garage outgrew capacity.

The new **528 space garage** is wrapped on three sides with apartments so that no pedestrian level part of the structure will face onto the street. Four two-bedroom, two-story apartments will be located on the West Avenue -- or front entrance -- side. One-story studios will be located on each of the the north and south sides. The Mirador garage apartments have individual patios. This aesthetic, privacy, and safety feature provides each apartment with direct access to the garage and to exterior walkups. In accordance with City of Miami Beach requirements, the garage will also accommodate rooftop parking.

### Contact Names:

Owner: Charles E. Smith Residential  
John Aguado  
4001 South Ocean Drive, #B-3  
Hollywood, Florida 33019  
954-457-3883

**Start:** 2003

**Complete:** 2004

**Budget:** \$7 Million

**Outcome:** Under Construction

- **528 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Residential**



## Anchor Place / Parking Garage

Miami Beach, FL



### Description:

Zyscovich Inc. provided a variety of services for this public/private project on Miami Beach. The entire complex, which included the new Loews Miami Beach, the restoration of the historic St. Moritz, the opening of 16th Street and the new Anchor Place Garage and Shops, was a public/private collaboration between the City of Miami Beach and Loews. Our firm provided historic preservation and urban design services for the entire complex and were the design architects for the restoration of the St. Moritz. In addition, we were the Architects of Record for the **800 car garage** and retail complex.

### Contact Names:

Owner: Loew's Hotels and City of Miami Beach  
Christina Cuervo  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
305-673-7010

Kent Bonde  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
305-673-7193

- 800 Spaces
- Dense Urban Setting
- Multi-Purpose Facility
- Retail
- AIA Miami 1999 Honor Award of Excellence in Urban Design

**Start:** 1996

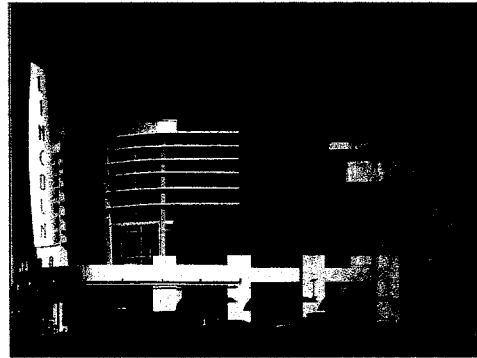
**Complete:** 1999

**Budget:** \$8 Million

**Outcome:** The project was completed within schedule parameters and within budget

## Lincoln Center / Parking Garage

Miami Beach, FL



### Description:

The Lincoln Center is an entertainment/retail complex in the heart of South Beach bringing restaurants, shops and an eighteen-screen cinema to Miami Beach's famed Lincoln Road. The complex, which creates a signature west entry to the shopping/entertainment district, is the first movie theater built on Miami Beach in over 40 years. The project includes a **287 space parking garage**, wrapped on the ground level with retail, that brings patrons to the street rather than directly into the movie theater, enhancing the pedestrian experience.

### Contact Names:

Owner: Finestra  
Walter Staudinger  
30 LaGorce  
Miami Beach, FL 33141  
305-868-0705

**Start:** 1996

**Complete:** 1998

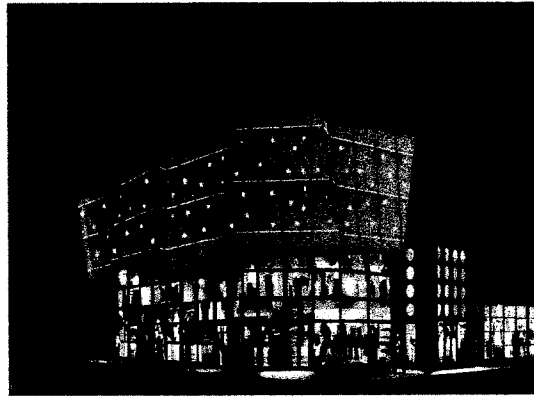
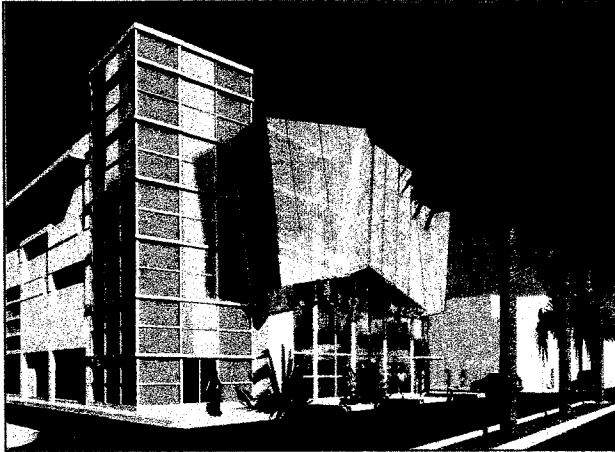
**Budget:** \$18 Million

**Outcome:** Completed within schedule parameters.  
Successful multi-purpose garage serving  
the cinema and ancillary retail.

- **287 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Retail**
- **Entertainment**
- **AIA Florida 2001 Award of Merit in Architecture**
- **AIA Miami 1999 Honor Award of Excellence in Architecture**

## The 500 Block of Collins / Parking Garage

Miami Beach, FL



### Description:

This combination of six townhouse-style retail boutiques and a **210 car parking garage** is located on the corner of 5th Street and Collins Avenue, a significant portal to the City of Miami Beach that has been visually and commercially dormant for years. The firm is creating an architectural signature, or gateway, through the design of a metal screen that wraps, origami-like, around the corner of the building, covering the parking garage from view. The screen, which will be illuminated at night, will be architecturally integrated with the anchor store, effectively giving the entire complex a sculptural presence.

### Contact Names:

Owner: Coolidge-South Market Equities  
Lynne Lawrence  
670 White Plains Road. No. 106  
Scarsdale, NY 10583  
914-722-4400

- **210 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Retail**

**Start:** 2003

**Complete:** 2004

**Budget:** \$9.7 Million

**Outcome:** Under Construction

## The Meridian / Parking Garage

Miami Beach, FL



### Description:

Located in the heart of Miami Beach with close proximity to Lincoln Road, Ocean Drive, the airport and cultural attractions, the Meridian has everything from soaring 12-foot-high ceilings to sleek Euro-styled designer kitchens to a lushly landscaped rooftop pool and spa. The Meridian's luxurious amenities include a lushly landscaped rooftop pool area with spa and open-air gazebo with cooking facilities; an exclusive penthouse-level fitness center featuring state-of-the-art equipment; covered lobby entrance and valet parking; **multi-level covered parking which can accommodate 167 cars**; 24-hour security with controlled building and garage access; individual storage facilities; separate mail and package receiving area; and concierge.

### Contact Names:

Owner: Flagler Holdings  
Ricardo Dunin  
1001 Brickell Bay Dr.  
Suite 2410  
Miami, FL 33131  
305-373-5020

**Start:** November, 2003

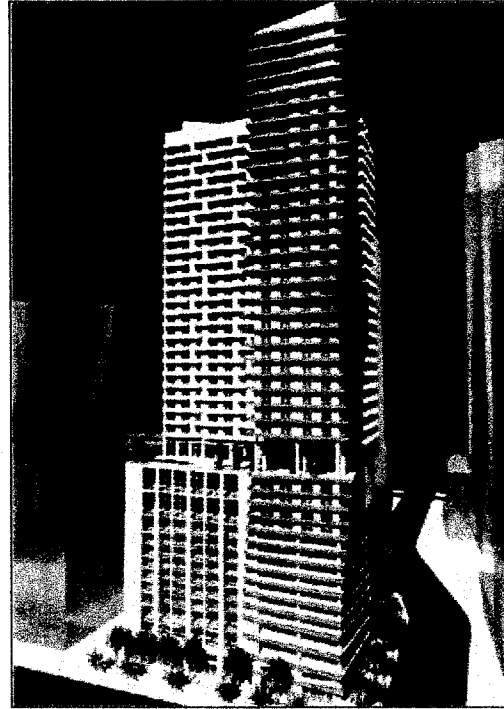
**Complete:** 2005

**Budget:** \$20 Million

**Outcome:** Under Construction

- 167 Spaces
- Dense Urban Setting
- Multi-Purpose Facility
- Residential

**1390 Brickell Bay / Parking Garage**  
Miami, FL



**Description:**

Located within walking distance of downtown Miami, the project will have 347 one-and two-bedroom apartments. The architecture is a cubistic assertion of punctuated volumes and geometric planes. Its 13-story pedestal will house a **ten-floor parking garage** and two-story loggia where a lap pool and wading pool are located. This two-floor high pool deck, dramatically "cut-out" from the volume of the tower, will provide vast views of Biscayne Bay and the urban skyline. It is positioned atop two floors of common area that include a fitness center. The L-shaped architectural structure will also include an adjoining 16-story rectangular residential tower. Eleven thousand square feet of retail space will be located at the ground level.

**Contact Names:**

Owner: South Bayshore Tower, LLLP  
Carlos Olmos  
1643 Brickell Avenue  
Suite 4801  
Miami, FL 33131  
305 854 0604

**Start:** February, 2004

**Complete:** 2006

**Budget:** \$50 Million

**Outcome:** In construction documents

- **530 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Residential**
- **Retail**

## Grove Garden / Parking Garage

Coconut Grove, FL



### Description:

The project, designed and master planned by Zyscovich, Inc., includes 38 condo units and five two-story townhouses as well as 9,300 SF of retail space and **two levels of underground parking with 104 spaces**. The retail area also includes a restaurant, gourmet market (with outdoor dining on the Main Highway-side courtyard) and 1200 SF of rental office space on the Franklin Avenue side. The residential building is set back from Main Highway in order to preserve the view and setting. Its architecture was designed in the tropical "Old Grove/Key West" style, with tin roofs, indented porches rather than balconies, and latticed walls.

### Contact Names:

Owner: Main Highway Development, LLC  
Rick Kalwani  
3540 Main Highway  
Coconut Grove, FL 33133  
305-447-8577

**Start:** April, 2004

**Complete:** Estimated 2005

**Budget:** \$12 Million

**Outcome:** In Construction Documents

- **104 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Retail**
- **Office**
- **Residential**

## Ocean Crest Beach and Club / Parking Garage

Hollywood, FL



### Description:

A new parking garage to accommodate approximately **500 cars** was added to the Ocean Crest Beach and Ocean Crest Club. This project included the exterior renovation of the residential units and public spaces as well as mechanical, and electrical upgrades. On the exterior, the buildings were painted, existing concrete balconies have been replaced with glass rail balconies, and new floor-to-ceiling sliding glass doors were installed in living rooms.

### Contact Names:

Owner: Charles E. Smith Residential  
John Aguado  
4001 South Ocean Drive, #B-3  
Hollywood, Florida 33019  
954-457-3883

**Start:** 2002

**Complete:** 2003

**Budget:** \$5 Million

**Outcome:** Completed on time and within budget.

- **500 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Residential**

# **Perkins & Will**

## **List of Projects**



**Village of Merrick Park**  
**Office, Retail and Parking Garage**  
*Coral Gables, Florida*



City of Miami Beach  
Multipurpose Municipal  
Parking Facility  
RFQ No. 69-02/03

*Reference:* The Related Group of FL  
Mathew Pellar  
305.460.9900

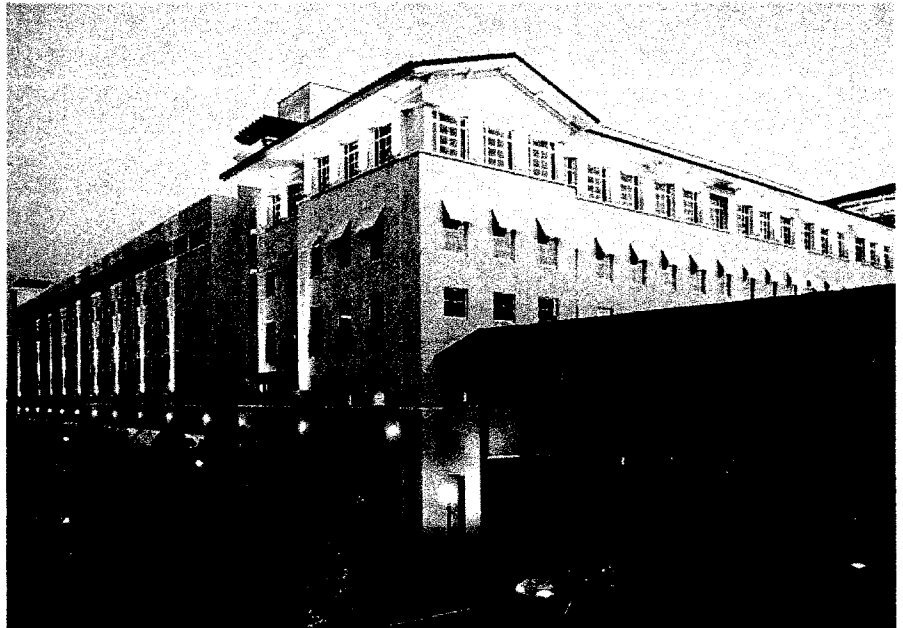
*Completion Date:* 2002

*Construction Cost:* \$24,000,000

*Square Footage:* 141,000 s.f.  
office retail

440,000 s.f. 1200 car  
parking garage

*Outcome:* Completed on time  
and in budget



The Village of Merrick Park is a \$250,000,000 mixed-use project developed by the Rouse Company in Coral Gables, Florida. Perkins & Will was responsible for the design of a **141,000 sq ft structure which includes offices, retail and pedestrian bridge. Immediately adjacent is a 1200 car parking garage** to service both the building, as well as the retail complex across the street. The structures have all been designed to fit within the Mediterranean Design Guidelines of the City of Coral Gables.

**P E R K I N S**  
**& W I L L**

**Village of Merrick Park**  
**Housing & Parking Garage**  
*Coral Gables, Florida*

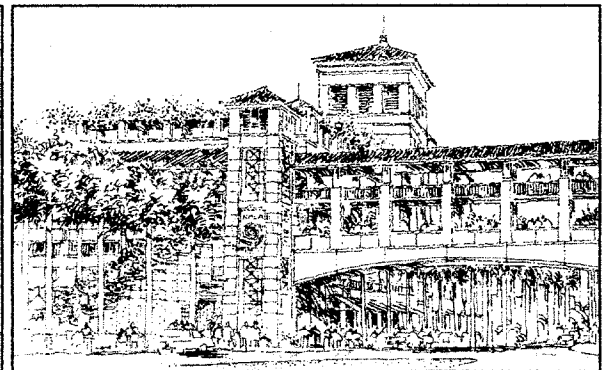
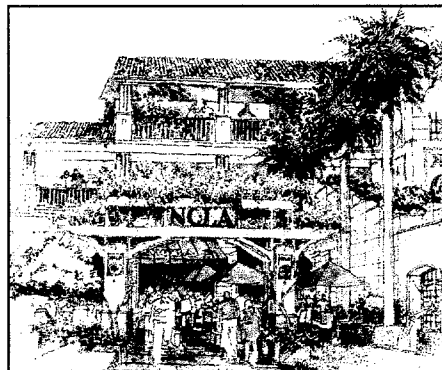
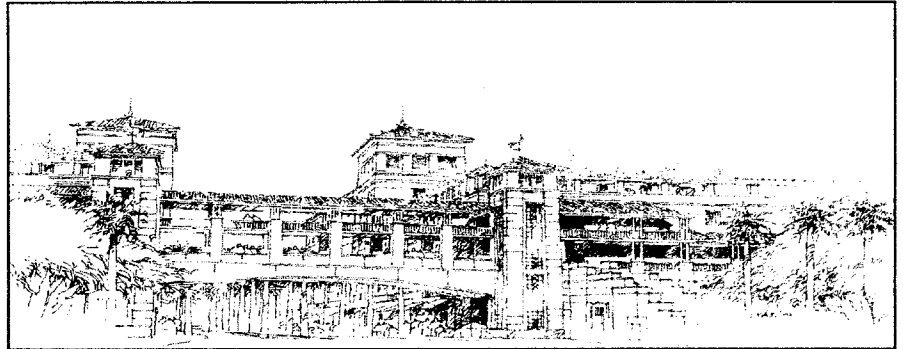
Reference: *The Related Group of FL*  
*Mathew Pellar*  
*305.460.9900*

Completion Date: 2003

Construction Cost: \$23,000,000

Square Footage: 500,000

Outcome: *On-Schedule and in*  
*budget*



The Village of Merrick Park is a \$250,000,000 mixed-use project developed by the Rouse Company in Coral Gables, Florida. Perkins & Will was responsible for the design of the Housing portion of the project for the Related Companies: Florida's largest multi-family developer. The complex includes a pair of buildings situated at the north end of the complex. The structures contain **120 apartments of one, two and three bedrooms; a parking structure for 200 spaces, and 30,000 square feet of retail.** The buildings connect to the existing Garden Shops of the Village of Merrick Park and to each other by a series of pedestrian bridges which also act as a gateway to the Village's main plaza. The Ground Floor is taken up by the greatest concentration of restaurants in the City of Coral Gables. Five stories above, there is a private plaza for the residents which contain a swimming pool, trellised walkways and a health club.



## Clinical Research Facility and Wellness Center

University of Miami

Miami, Florida

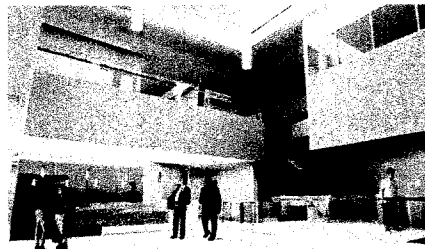
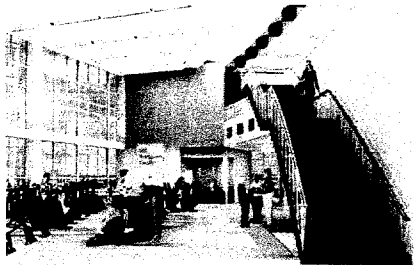
Completion Date: 2005

Construction Cost: \$54 Million

Square Footage: 336,000 SF

Reference: Richard Jones  
Assoc. Director  
Planning & Construction  
UM/ Facilities & Design  
305.243.5802

Outcome: On-Schedule and in budget



The Clinical Research Facility at the UM Medical Campus is composed of 336,000 g.s.f. of Dry Lab Spaces for the use of existing UM programs. It contains a **1430 Car Parking Garage** to service this new development and the displaced Existing Professional Arts Building's parking. The CRB shall tower 15 stories and greet the city of Miami with a new state of the art curtain wall which shall span the entirety of the building's height on 3 sides. It shall service the University in an efficient/ high-tech and graceful manner. And shall provide a space efficiency unsurpassed by very few, if other, buildings in South Florida. Fountains, elegantly paved entry courts and lush landscaping shall meet the street and it's users.

A New two story- 60,000 gsf. Wellness center shall also be serviced from the same parking structure, nestled above this structure it shall service UM staff and personnel with commanding views. A sky-bridge, at the CRB's 9th level shall connect the two buildings.

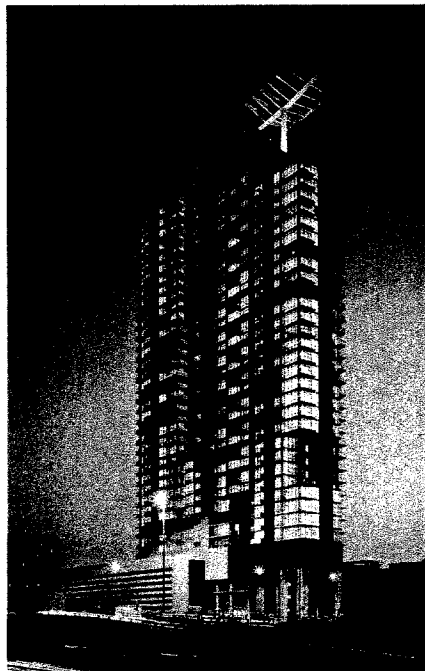
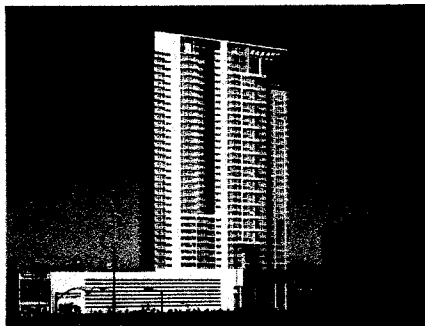
Total project construction cost: approximately \$54 million dollars. Construction completion expected in the 1st quarter of 2005.

**P E R K I N S**  
& **W I L L**



## Skybridge Condominium Tower

Chicago, Illinois



A new high-rise tower in the "Greektown" area of downtown Chicago is based on the concept of a vertical urban village.

The project consists of two major building components – a 39-story tower containing 237 condominium residential units and a 5-story base component containing retail and commercial space and parking for 582 cars.

The composition of the building, with its relationship between mass and void together with the contrast of opacity and transparency, work to produce this village-like quality. The building contains large transparent openings which form over-scaled urban windows.

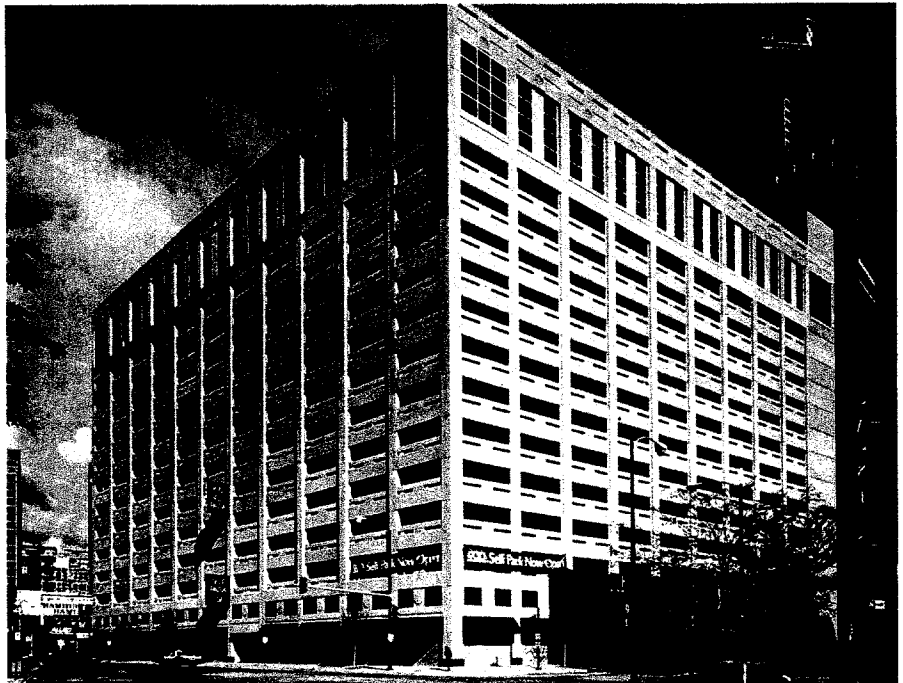
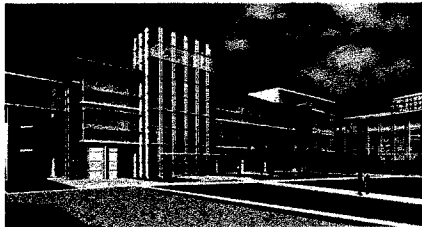
The vertical and horizontal organization of the building is conceived as a system which can be altered to allow for future design changes which might be necessitated by changing market conditions. The building scheme can be altered in height, width, or numbers of units without losing the integrity of the design.

P E R K I N S  
& W I L L



## Rush/Walton Annex Parking Garage

Chicago, Illinois



The Rush/Walton Annex Parking Garage, as part of the Klaus Advanced Computer Building project, is a **255,000 GSF structured parking providing for 540 spaces.**

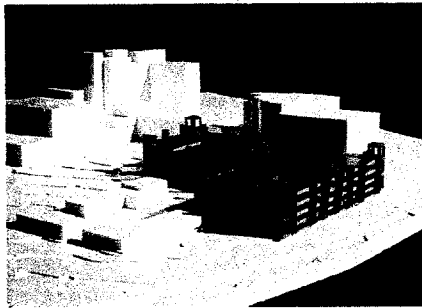
The new Klaus Advanced Computing Building (KACB) is to be an interdisciplinary computing technology building that will accommodate the College of Computing and the School of Electrical and Computer Engineering. The building will consist of approximately 210,000 GSF incorporating sustainability and life cycle cost through energy efficiency and reduced operating costs. The chosen site for the KACB will establish it as the cornerstone of the Computer Science and Engineering Complex and create a linkage to the new Bio-Environmental-Molecular-Medical and Science Complex. Most significant about the site is its high visibility when viewed looking west down 5th Street. The KACB will be the terminus and visually frame the new campus entrance from Technology Square.

Specific functions to be housed include classrooms, research computer laboratories, A/V technology support, interactive learning areas, informal gathering spaces, auditorium/lecture hall, faculty and administrative offices and support areas. Special features will include a high bandwidth fiber LAN connectivity providing access to a wired/wireless network, massive, high-speed direct Internet connection, computer connections at each classroom/conference room seat, offices, general meeting areas, specialized labs and team study/project areas.



## Lexington Medical Center Parking Deck

West Columbia, South Carolina



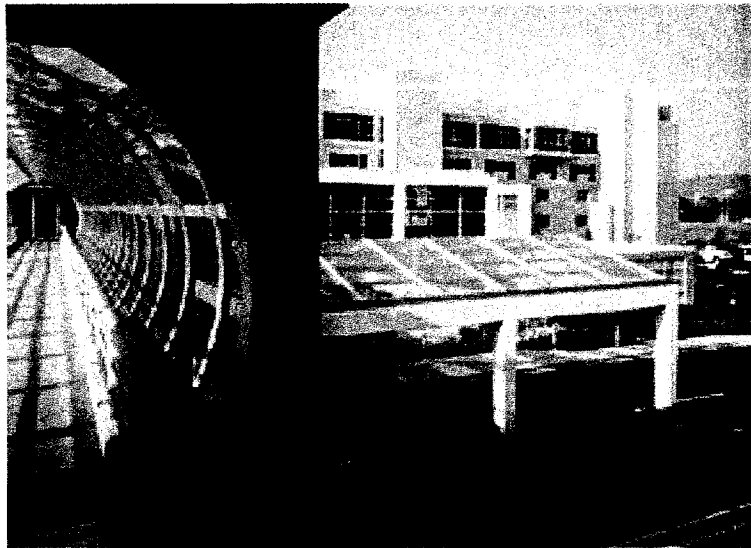
This 760-car parking deck is connected directly to a Medical Office Building via pedestrian bridge. Because of the Deck's prominence, finish materials were selected to complement the existing palette of the Medical Center.

**P E R K I N S  
& W I L L**



## Floyd Medical Center and Parking Deck

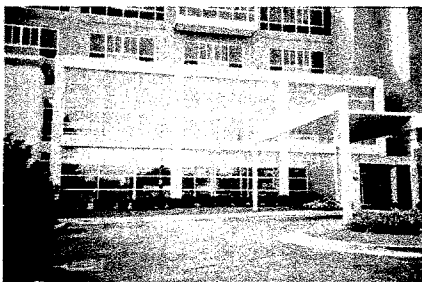
Rome, Georgia



The firm's relationship with Floyd Medical Center, a regional provider in Northwest Georgia, began in 1978. We provided master facility planning services in 1981 and today we are assisting the hospital with implementation of the final phase of that plan with our architectural and interior design. The initial expansion included a three-story addition for surgery, ICU, and dietary. Subsequent modifications included a \$16 million expansion and renovation that included a two-floor addition to accommodate nursing units for coronary care, psychiatric patients, and the redesign of circulation systems. Additional alterations included a 16,000 square foot emergency room renovation and expansion, and an outpatient surgery addition.

### Facilities Include:

- New lobby and admissions addition
- **300-car parking deck and pedestrian bridge**
- Surgery, dietary, and critical care addition
- Two-story vertical inpatient addition and outpatient surgery addition
- Laboratory space
- Emergency room renovation
- Freestanding industrial medicine clinic/medical office building
- Windwood psychiatric hospital
- Labor & Delivery Floor

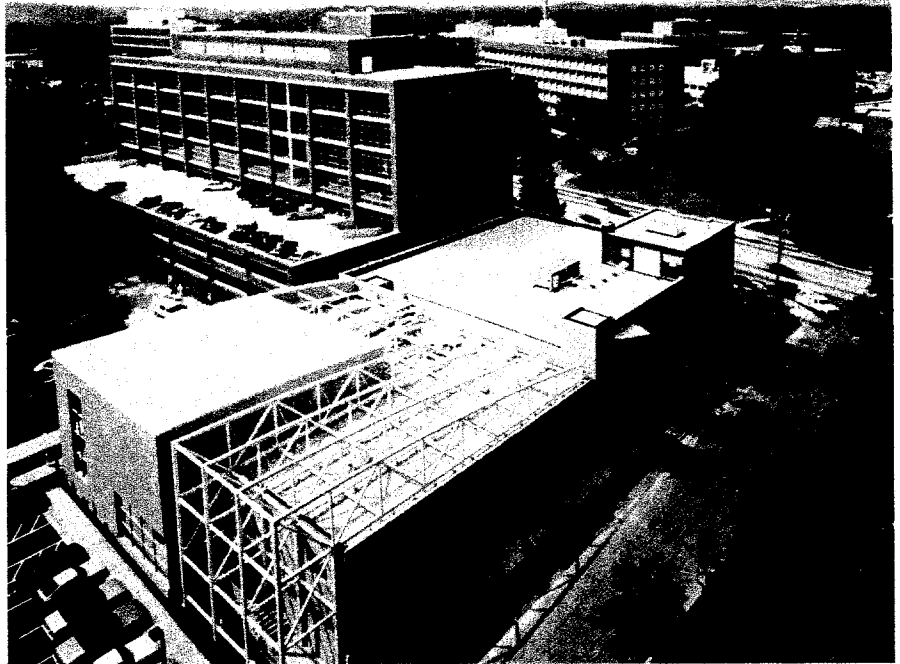
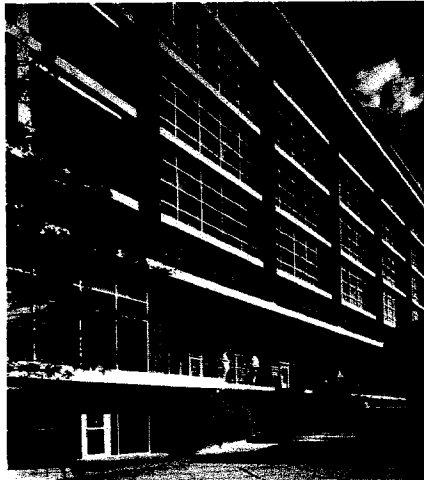


**P E R K I N S  
& W I L L**



## Piedmont 2001 Building & Parking Garage

Atlanta, Georgia



The building provides underground parking for 260 cars and a tunnel connection to the main hospital beneath Peachtree Street. The atrium lobby provides a place of orientation and "grand" entry from both parking deck and street entrances. Outpatients enter the professional office building on the second floor from the adjacent parking deck. An elevator lobby provides access to physician's offices on the upper four floors. Also located on the second floor, along the street side facade, is a retail arcade featuring products that may be appealing to outpatients and nearby office workers. Arthritis, rehabilitation, and therapy programs are housed on the second floor of the existing portion of the rehab/fitness center. This feature allows medical patients to proceed directly to therapy appointments from the medical office building's elevator lobby.

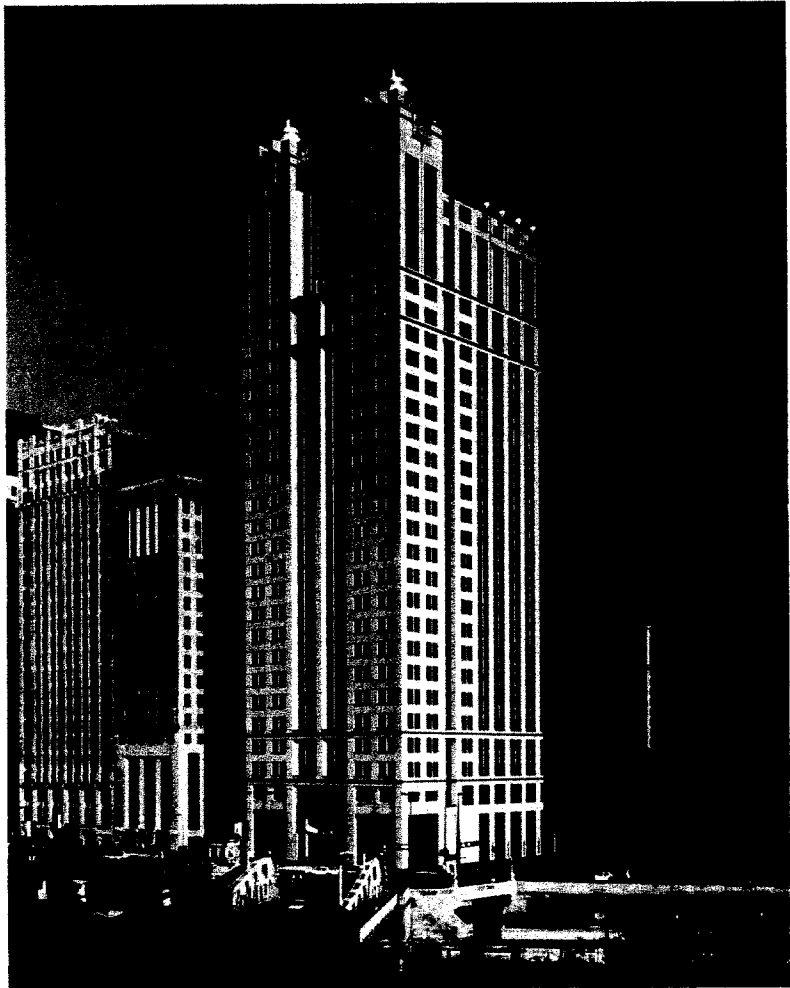
**P E R K I N S  
& W I L L**





## 225 West Wacker Drive

Chicago, Illinois



Projecting a quiet and dignified image befitting its corporate and law firm tenants, the 31-story 225 West Wacker Drive building features 725,000 square feet of flexible, high-quality office space and the convenience of an **enclosed 235-car garage**.

The building's architectural elegance, reminiscent of Chicago's early 1900's skyscraper architecture, blends a granite-and-marble facade with an aluminum-and-insulated-glass curtainwall. Its richly detailed lobby, designed as a "great hall," features a vaulted ceiling, custom pendant lights, and inlaid marble floors and walls.

Planned for the computerized office, 225 West Wacker offers large and small tenants the ability to accommodate complex cabling networks for office-communications systems.

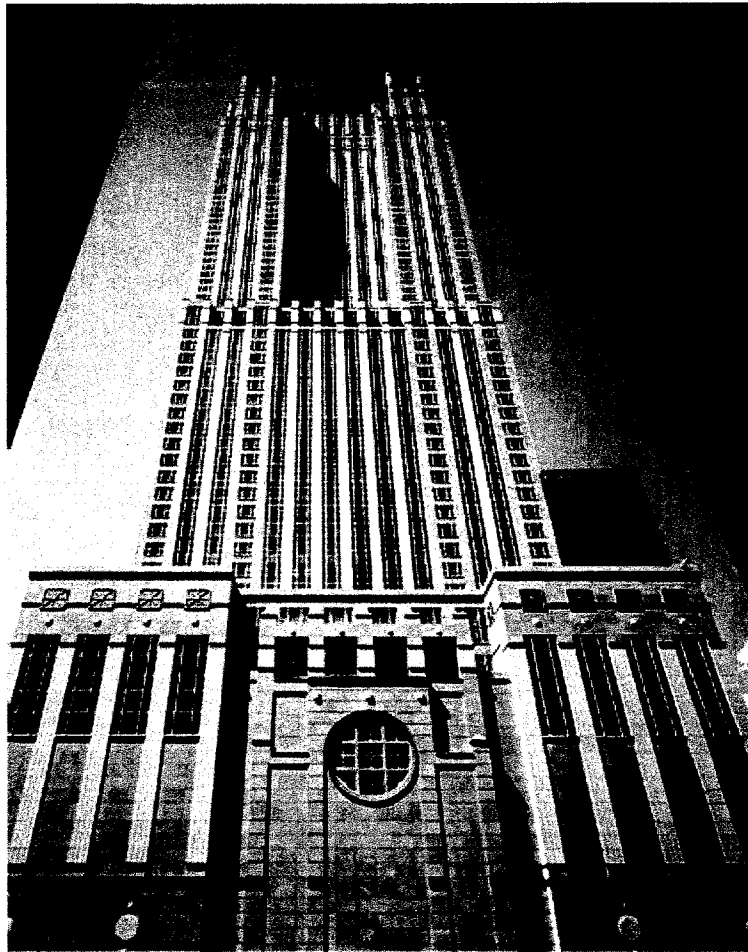
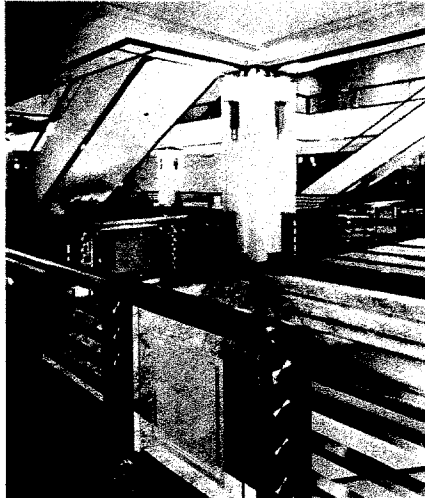
The building, designed in association with Kohn Pedersen Fox Associates, incorporates a reinforced concrete structure; heavy floor-loading capacities; nine-foot ceilings; and multiple, decentralized cable-riser shafts.

On the top floor, beneath the barrel-vaulted roof and within the base of the four corner spires, is executive office space with the commanding views of the Chicago River and the Loop.

**P E R K I N S  
& W I L L**



# 900 North Michigan Avenue Mixed-Use Development & Parking Garage Chicago, Illinois

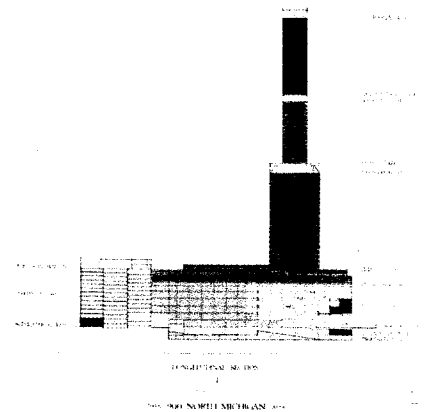


900 North Michigan Avenue, a 66-story mixed-use development, is located on an entire city block of Chicago's famous Magnificent Mile. Its presence reflects the distinguished classical design elements that are so much a part of Chicago's architectural heritage.

The first six levels include Bloomingdale's department store, restaurants, and more than 100 exclusive shops and boutiques surrounding a spectacular atrium. Above the retail space is the Four Seasons Hotel with 346 guestrooms or suites, 16 residential apartment suites, and public-function facilities. Twenty floors of rentable office space separate the hotel lobby from the 17 guestroom floors. Luxury condominium residences comprise floors 48 through 66, offering owners a glamorous living environment and exceptional views of the city and Lake Michigan.

A below-grade entertainment concourse features two 363-seat cinemas and a sophisticated bar and grill. Loading docks and valet parking for 260 cars are located on two lower levels. An adjacent **1,450-car garage** for self-parking is one of the largest parking facilities in Chicago.

Designed in association with Kohn Pedersen Fox Associates, 900 North Michigan Avenue is an exciting asset to Chicago's most prestigious shopping, residential, office, and hotel district.

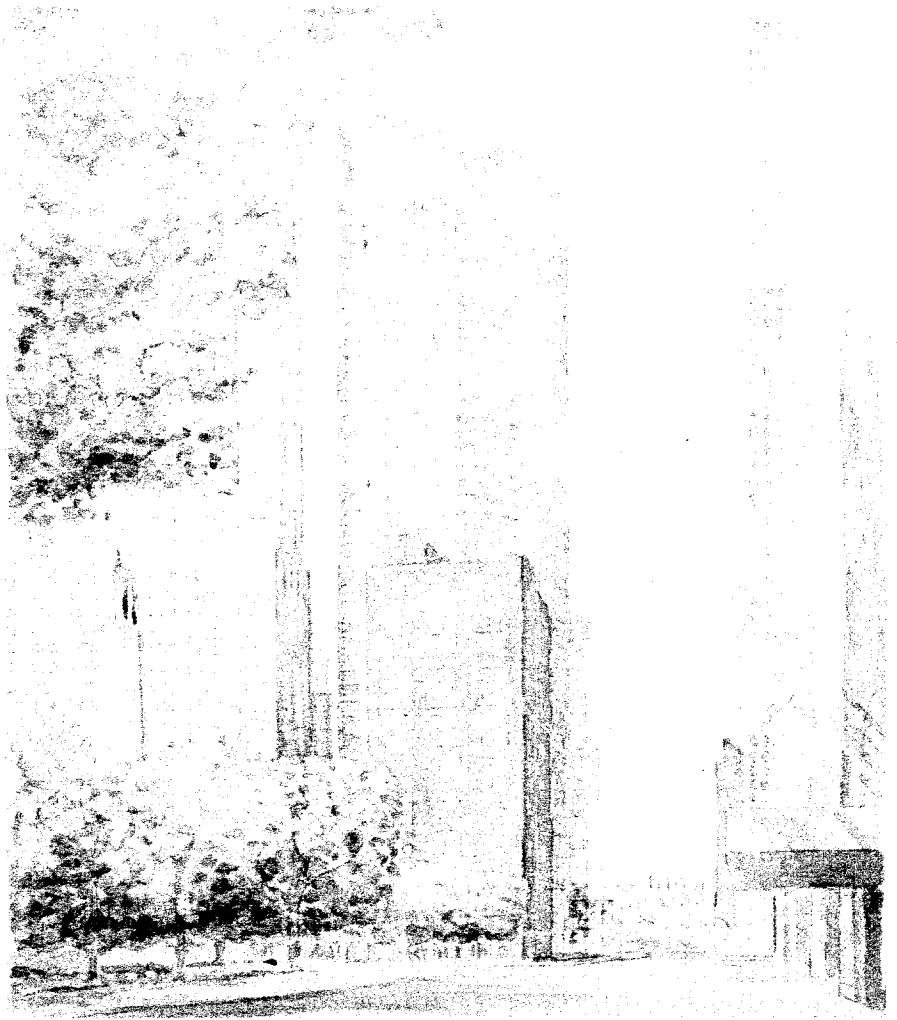
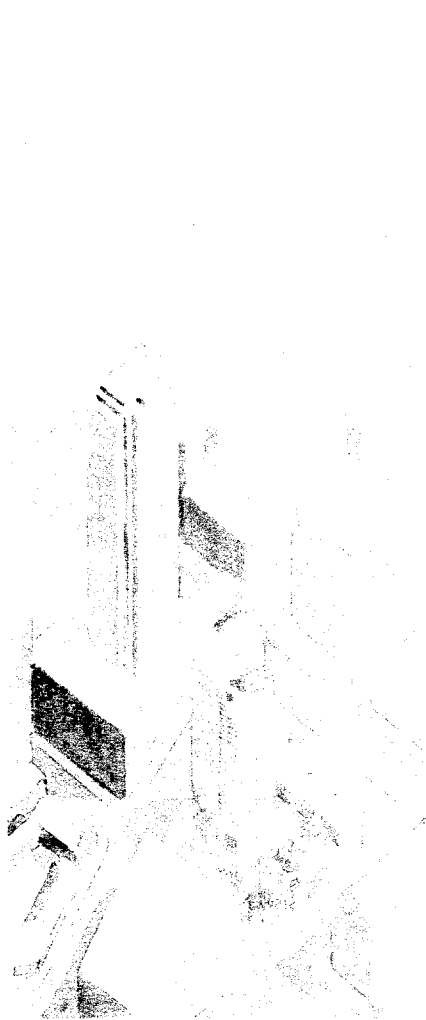


**P E R K I N S  
& W I L L**

**The Clare at Water Tower**  
Franciscan Sisters of Chicago  
Chicago, Illinois



City of Miami Beach  
Multipurpose Municipal  
Parking Facility  
RFQ No. 69-02/03



The Clare at Water Tower, developed and operated by the Franciscan Sisters of Chicago Service Corporation, is a 50-story facility located at 41-47 E. Pearson in downtown Chicago on property leased from Loyola University Chicago. Designed as the corporation's first high rise, the building will contain mostly independent and assisted living apartments for seniors in an urban setting. Marketing of the CCRC (Continuing Care Retirement Community) will be directed at people aged 72 and over who already live in downtown Chicago.

The facility will contain approximately **250 independent living units, 52 assisted living units and 34 skilled nursing beds**. Building amenities include 3 dining facilities, preparation and catering kitchens, a health and fitness club with a swimming pool, rooftop gardens, common gathering areas and worship space. The facility will have **approximately 250 parking spaces for residents and visitors, and the first two floors will be leased back to Loyola University Chicago for new classrooms and student facilities**.

**P E R K I N S  
& W I L L**

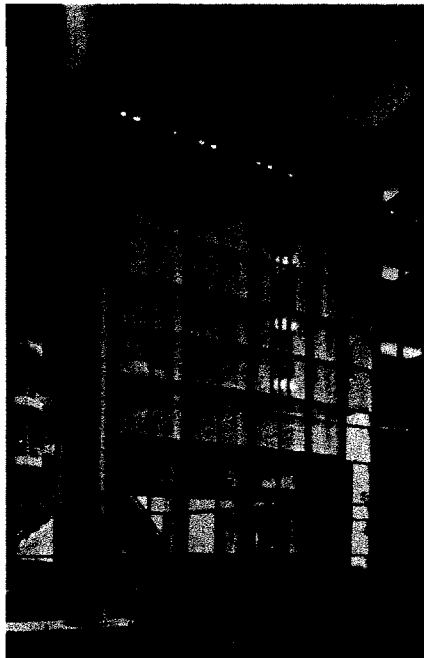
## Sears Merchandise Group

Sears, Roebuck and Company

Hoffman Estates, Illinois



City of Miami Beach  
Multipurpose Municipal  
Parking Facility  
RFQ No. 69-02/03



When the Sears Merchandise Group elected to move to a suburban corporate campus, the company sought a significant change in image and in internal employee function and communication. The building design enables a return to a comfortable, small-town culture befitting the company's customer base.

The new facility in Hoffman Estates is comprised of a series of buildings, totaling nearly 2,000,000 square feet.

As architectural designers for the new headquarters campus, Perkins & Will was also asked to assist Sears with a variety of interior planning and design and signage and wayfinding assignments.

The interior design theme supports the company's goal of improving employee communication as people move from office space to conference space, training space, testing laboratories and amenities such as employee cafeteria and fitness center.

Three parking structures have been constructed as part of this corporate campus:

- 929-space North Garage, completed in 1990
- 1839-space East Garage, completed in 1991
- 851-space Northeast Garage, completed in 1998

**P E R K I N S**  
**& W I L L**

Reference Checks

Zyscovich

And

Perkins & Will

Agency or Contact References Business Name:

Joseph deTuno

Contact Name:

Apartment Investment & Management Company  
Phone No. 303-691-4494

Please provide a brief summary of the work that ZYSCOVICH, performed for your Agency/Company. A 2,000 car garage that the garage and apartments are connected at each level for the residents to walk to their apartments.

Approximate Dollar Amount for Services: (If available) \$10 million

- 1) ZYSCOVICH, has provided your organization and your name as a reference for work they have performed for your Co./Agency. Please provide your evaluation of as it pertains to:
- a) Has the consultant met/meet all budget requirements for your project(s)?  
Yes
  - b) Did this consultant meet all deadlines and milestone submittals? No
  - c) Were the consultant's staff and principals accessible at all times?  
Yes
  - d) Was the consultant responsive to your demands and suggestions? Yes
  - e) Did the Consultant perform good quality work? your opinion.? Yes, good.
  - f) Has this Consultant provided any change orders as a direct fault of theirs? Yes
  - g) Has any liquidated damages been imposed on this consultant as it relates to the performance on your project?  
No
  - h) Would you provide or award ZYSCOVICH, with another project for your agency/company?  
Yes
  - i) If you could comment (your opinion) on the performance and quality of work for this consultant what would you write:

Overall Comments:

They are good.

Agency or Contact References Business Name:

Carlos Olmos

South Bayshore Tower. LLLP

Contact Name:

Phone No. 305-854-0604

**Please provide a brief summary of the work that ZYSCOVICH, performed for your Agency/Company. The architectural planner for the 10 floor parking garage .**

**Approximate Dollar Amount for Services: (If available) \$50 million**

1) **ZYSCOVICH**, has provided your organization and your name as a reference for work they have performed for your Co./Agency. Please provide your evaluation of as it pertains to:

a) Has the consultant met/meet all budget requirements for your project(s)?

Yes

b) Did this consultant meet all deadlines and milestone submittals? Yes

c) Were the consultant's staff and principals accessible at all times?

Yes

d) Was the consultant responsive to your demands and suggestions? Yes

e) Did the Consultant perform good quality work? your opinion.? Yes, acceptable.

f) Has this Consultant provided any change orders as a direct fault of theirs? Yes

g) Has any liquidated damages been imposed on this consultant as it relates to the performance on your project?

No

h) Would you provide or award **ZYSCOVICH**, with another project for your agency/company?

Yes

i) If you could comment (your opinion) on the performance and quality of work for this consultant what would you write:

Overall Comments:

**They are very good.**

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Agency or Contact References Business Name:

Lynne Lawrence

Coolidge South Market Equities

Contact Name:

Phone No. 914-722-4400

Please provide a brief summary of the work that ZYSCOVICH, performed for your Agency/Company. Designed the parking garage for 5<sup>th</sup> street on collins ave.

Approximate Dollar Amount for Services: (If available) \$10 million

1) ZYSCOVICH, has provided your organization and your name as a reference for work they have performed for your Co./Agency. Please provide your evaluation of as it pertains to:

a) Has the consultant met/meet all budget requirements for your project(s)?

Yes

b) Did this consultant meet all deadlines and milestone submittals? Yes

c) Were the consultant's staff and principals accessible at all times?

Yes

d) Was the consultant responsive to your demands and suggestions? Yes

e) Did the Consultant perform good quality work? your opinion.? Yes, very professional.

f) Has this Consultant provided any change orders as a direct fault of theirs? Yes

g) Has any liquidated damages been imposed on this consultant as it relates to the performance on your project?

No

h) Would you provide or award ZYSCOVICH, with another project for your agency/company? Yes

i) If you could comment (your opinion) on the performance and quality of work for this consultant what would you write:

Overall Comments:

They are professional.

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URS

Agency or Contact References Business Name: Charles E. Smith Residential.

Ron Aguado, Project Manger

Contact Name; Phone No: 305-534-4695

Please provide a brief summary of the work that Zyscovich Inc. performed for your Agency/Company.

Project Architect for Mirador Parking Garage: Design and Construction Documents. Project Currently under Construction.

Approximate Dollar Amount for Services: (If available)

\$ 7 million

Zyscovich Inc. has provided your organization and your name as a reference for work they have performed for your Co./Agency. Please provide your evaluation of, Zyscovich Inc. as it pertains to: Mirador/Parking Garage, Miami Beach Florida.

a) Has the consultant met/meet all budget requirements for your project(s)?

Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_

b) Did this consultant meet all deadlines and milestone submittals?

Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_

c) Were the consultant's staff and principals accessible at all times?

Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_

d) Was the consultant responsive to your demands and suggestions?

Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_

e) Did the Consultant perform good quality work? your opinion.

Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_

f) Has this Consultant provided any change orders as a direct fault of theirs?

Yes \_\_\_\_\_ No x If Yes, please explain: **Currently Project in Construction** \_\_\_\_\_

g) Has any liquidated damages been imposed on this consultant as it relates to the performance on your project?

Yes \_\_\_\_\_ No x If Yes, please explain: **Currently Project in Construction** \_\_\_\_\_

h) Would you provide or award Zyscovich, Inc with another project for your agency/company?

Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_

- i) If you could comment (your opinion) on the performance and quality of work for this consultant what would you write:

**Overall Comments: Responsive to Client and very strong in design. Could use improvement in coordination of drawings.**

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Agency or Contact References Business Name: Flagler Holdings.  
Carlos Bueno Vieira, Vice President  
 Contact Name; Phone No: 305-373-5020  
E-Mail:

Please provide a brief summary of the work that Zyscovich Inc. performed for your Agency/Company.

Project Architect for Meridian Parking Garage: Design and Construction Documents. Project Currently under Construction.

**Approximate Dollar Amount for Services: (If available)**

\$ 20 million

**Zyscovich Inc.** has provided your organization and your name as a reference for work they have performed for your Co./Agency. Please provide your evaluation of, **Zyscovich Inc.** as it pertains to: **Meridian/Parking Garage, Miami Beach Florida.**

- a) Has the consultant met/meet all budget requirements for your project(s)?  
 Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_
- b) Did this consultant meet all deadlines and milestone submittals?  
 Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_
- c) Were the consultant's staff and principals accessible at all times?  
 Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_
- d) Was the consultant responsive to your demands and suggestions?  
 Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_
- e) Did the Consultant perform good quality work? your opinion.  
 Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_
- f) Has this Consultant provided any change orders as a direct fault of theirs?  
 Yes \_\_\_\_\_ No x If Yes, please explain: **Currently Project in Construction** \_\_\_\_\_
- g) Has any liquidated damages been imposed on this consultant as it relates to the performance on your project?  
 Yes \_\_\_\_\_ No x If Yes, please explain: **Currently Project in Construction** \_\_\_\_\_
- h) Would you provide or award **Zyscovich, Inc** with another project for your agency/company?  
 Yes x No \_\_\_\_\_ If No, please explain \_\_\_\_\_

- i) If you could comment (your opinion) on the performance and quality of work for this consultant what would you write:

Overall Comments:**Responsive to Client and have a good working relationship with the City of Miami Beach.**\_\_\_\_\_

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URS

Agency or Contact References Business Name: Main Highway Development.  
Rick Kalwani, Project Manger  
Contact Name; Phone No: 305-447-8577

Please provide a brief summary of the work that Zyscovich Inc. performed for your Agency/Company.

Project Architect for Grove Garden Parking Garage: Design and Construction Documents. Project Currently under Construction Document Phase.

Approximate Dollar Amount for Services: (If available)

\$ 12 million

Zyscovich Inc. has provided your organization and your name as a reference for work they have performed for your Co./Agency. Please provide your evaluation of, Zyscovich Inc. as it pertains to: Grove Garden Parking Garage, Coconut Grove, Florida.

a) Has the consultant met/meet all budget requirements for your project(s)?

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

b) Did this consultant meet all deadlines and milestone submittals?

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

c) Were the consultant's staff and principals accessible at all times?

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

d) Was the consultant responsive to your demands and suggestions?

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

e) Did the Consultant perform good quality work? your opinion.

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

f) Has this Consultant provided any change orders as a direct fault of theirs?

Yes \_\_\_\_\_ No x If Yes, please explain: **Currently Project in Construction Documents.**

g) Has any liquidated damages been imposed on this consultant as it relates to the performance on your project?

Yes \_\_\_\_\_ No x If Yes, please explain: **Currently Project in Construction Documents.**

h) Would you provide or award Zyscovich, Inc with another project for your agency/company?

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

- i) If you could comment (your opinion) on the performance and quality of work for this consultant what would you write:

Overall Comments:

**Very cooperative. The staff is like one big family. Very happy with the design. Bernard is very helpful.**

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Agency or Contact References Business Name: The Related Group of FL  
Mathew Pellar  
Contact Name: Phone No. 305-218-9230

**Please provide a brief summary of the work that Perkins and Will performed for your Agency/Company. Drawings and construction administration**

**Approximate Dollar Amount for Services:**

**(If available) \$600 Thousand**

- 1) **Perkins and Will** has provided your organization and your name as a reference for work they have performed for your Co./Agency. Please provide your evaluation of as it pertains to:
- a) Has the consultant met/meet all budget requirements for your project(s)?  
Yes
  - b) Did this consultant meet all deadlines and milestone submittals? Yes
  - c) Were the consultant's staff and principals accessible at all times?  
Yes
  - d) Was the consultant responsive to your demands and suggestions? Yes
  - e) Did the Consultant perform good quality work? your opinion.? Yes, They were very responsive.
  - f) Has this Consultant provided any change orders as a direct fault of theirs? No
  - g) Has any liquidated damages been imposed on this consultant as it relates to the performance on your project?  
No
  - h) Would you provide or award **Perkins and Will** with another project for your agency/company?  
Yes
  - i) If you could comment (your opinion) on the performance and quality of work for this consultant what would you write:

Overall Comments:

**They are very responsive they are professional and pretty easy to work with.**

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Agency or Contact References Business Name:

CMB  
Planning & Construction UM Facilities & Design

Richard Jones; Associate Director

Contact Name:

Phone No. 305-243-5802

Please provide a brief summary of the work that Perkins and Will performed for your Agency/Company. *Designed car parking garage.*

Approximate Dollar Amount for Services:

(If available)\$ \_\_ Million \_\_\_\_\_

1) Perkins and Will has provided your organization and your name as a reference for work they have performed for your Co./Agency. Please provide your evaluation of as it pertains to:

a) Has the consultant met/meet all budget requirements for your project(s)?

Yes

b) Did this consultant meet all deadlines and milestone submittals? Yes

c) Were the consultant's staff and principals accessible at all times?

Yes

d) Was the consultant responsive to your demands and suggestions? Yes

e) Did the Consultant perform good quality work? your opinion.? Yes; we were very satisfied.

f) Has this Consultant provided any change orders as a direct fault of theirs? No

g) Has any liquidated damages been imposed on this consultant as it relates to the performance on your project?

No

h) Would you provide or award Perkins and Will with another project for your agency/company?

Yes

i) If you could comment (your opinion) on the performance and quality of work for this consultant what would you write:

Overall Comments:

**They are very good designers and very service oriented.**

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Yes.

Agency or Contact References Business Name: The Rouse Companies.

Tom Brudzinski, Director of Design

Contact Name; Phone No: 1-410-336-1609

Please provide a brief summary of the work that Perkins & Will Inc. performed for your Agency/Company.

Project Architect for Village of Merrick Park: Office, Retail, and Parking Garage: Design and Construction Documents. Project has been completed.

Approximate Dollar Amount for Services: (If available)

\$ 24 million

Perkins & Will Inc. has provided your organization and your name as a reference for work they have performed for your Co./Agency. Please provide your evaluation of, Perkins & Will Inc. as it pertains to: Village of Merrick Park: Office, Retail, and Parking Garage, Miami Florida.

a) Has the consultant met/meet all budget requirements for your project(s)?

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

b) Did this consultant meet all deadlines and milestone submittals?

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

c) Were the consultant's staff and principals accessible at all times?

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

d) Was the consultant responsive to your demands and suggestions?

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

e) Did the Consultant perform good quality work? your opinion.

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

f) Has this Consultant provided any change orders as a direct fault of theirs?

Yes x No \_\_\_\_\_ If Yes, please explain: **Yes, however they were quick to respond, and resolve the situation at no additional cost.**

g) Has any liquidated damages been imposed on this consultant as it relates to the performance on your project?

Yes \_\_\_\_\_ No x If Yes, please explain:

h) Would you provide or award Perkins & Will Inc with another project for your agency/company?

Yes x No \_\_\_\_\_ If No, please  
explain \_\_\_\_\_

- i) If you could comment (your opinion) on the performance and quality of work for this consultant what would you write:

Overall Comments:

**\_The principal, Jose Gelabert-Navia and staff were very responsive and professional.**

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November 6, 2003

City of Miami Beach - City Hall  
Procurement Division, Third Floor  
1700 Convention Center Drive  
Miami Beach, FL 33139

Re: RFQ No. 69-0203

Request for Qualifications for Architectural, Engineering, Design  
and Construction A Multipurpose Municipal Parking Facility on  
the Current Site of the City Hall Surface Parking Lot

**P E R K I N S  
& W I L L**

Architecture • Interiors • Planning  
Strategic Consulting

999 Ponce de Leon Avenue, Suite 915  
Coral Gables, Florida 33134 USA  
Tel 305.569.1333 Fax 305.569.1334

www.perkinswill.com  
AA-C000180

Atlanta • Boston • Charlotte/RTP • Chicago  
Dallas • Los Angeles • Minneapolis • New York

Dear Selection Committee,

Perkins & Will has been in practice since 1937. We have been doing work in Florida since 1942. Our Miami office has been working successfully in South Florida since 1996. Our Civic and Corporate practice has been responsible for the design of parking structures, corporate headquarters, developer office buildings, and mixed-use developments. In the past ten years, our office practice has been responsible for more than 50 million square feet of new and renovated office, medical, retailing, hospitality, and conference facilities in the United States and abroad. More than 60 of our corporate and commercial projects have been honored for design excellence.

Along with designing award-winning buildings and creating productive work-places, we consider among our proudest achievements the many satisfying client relationships we have established—some extending over a period of more than 30 years.

Perkins & Will has an established long-standing reputation as creative and detail-oriented problem solvers. We have won numerous design awards. The following is a list of notable awards for Perkins & Will.

- AIA 1999 Firm of the Year
- Building Design & Construction Giants 2003 - Ranked #2
- Modern Healthcare 2002 #1 Firm
- American Society of Interior Designers Awards (15)
- Modern Healthcare Design Awards (5)
- AIA Silver Medal for Overall Design Excellence
- AIA Design Awards (38)
- ASHRAE Energy Award
- Atlanta Urban Design Commission Award
- National Endowment for the Arts Award

Name of Firm: Perkins & Will Architects, Inc.

Contact Person: Jose Gelabert-Navia, AIA

Phone: 305.569.1333

Fax: 305.569.1334

E-mail: jose.gelabert-navia@perkinswill.com

Type of Business Entity: Corporation

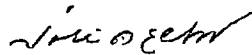
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Strengths of the Perkins & Will team towards this project :

- Experience with Multipurpose Parking Facilities
- Local Team
- Perkins & Will Team has Worked Together in the Past
- Current Knowledge of Current Codes and Regulations
- Workload With the City of Miami Beach - Perkins & Will is currently not contracted to do any work for the City of Miami Beach.
- Team that is Ready to Begin Working on this Multipurpose Municipal Parking Facility.

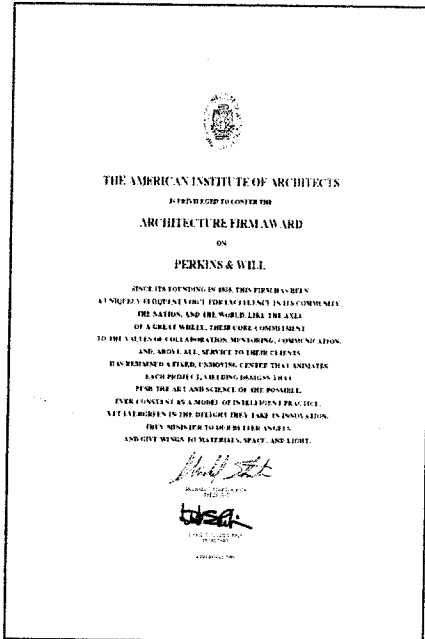
In Miami Beach we have been responsible for the award winning restorations of the Deauville and Victor Hotels. It is with a profound sense of mission that we anticipate the design of the new multi-story parking structure for the Miami City Hall complex.

Sincerely,



Jose Gelabert-Navia, AIA  
Managing Principal

**Perkins & Will**  
**Profile**  
**Architecture & Interior Design**



Perkins & Will, founded in 1935, is a professional service firm staffed with architects, interior designers, and planners. Our firm, with offices in Atlanta, Boston, Dallas, Charlotte, Chicago, Los Angeles, Miami, Minneapolis, New York and Research Triangle Park, practices on an international basis and has completed projects in 49 states and 40 countries.

Perkins & Will's corporate/commercial practice is led by principals who specialize in managing and directing projects for corporate headquarters, investment office buildings, and mixed-use developments. In the past 10 years, our commercial specialists have been responsible for more than 50 million square feet of new and renovated office, retailing, hospitality, and conference facilities in the United States and abroad.

Recently completed projects include the suburban headquarter campuses for Kraft General Foods and Sears Merchandise Group, and the Morton International Building, an award-winning urban high-rise designed with state-of-the-art space for sophisticated corporate business environments.

To best meet client needs, Perkins & Will provides a full spectrum of creative and technical services that includes architecture, programming, space planning, interior design, site planning, and zoning assistance. We adhere to a design process that emphasizes commitment, communication, coordination, and responsiveness and which explores such considerations as function, image, budget, and schedule in detail. The achievement of a superior building program, one that successfully satisfies the unique needs of each client, evolves from this design process.

A key member of our team throughout the process is the client. An appropriate and sensitive design solution can only develop from continuing discussions and an exchange of ideas between the owner and other design team members.

From a modest beginning over 60 years ago, Perkins & Will has grown to become an organization of more than 600 design professionals serving clients on a worldwide basis, with a dedication to quality that was established by our founders.

Along with designing award-winning buildings - more than 60 of our corporate and commercial projects have been honored for design excellence - and creating productive workplaces, we count among our proudest achievements the many satisfying client relationships we have established—some extending over a period of more than 30 years. Now, in our eighth decade of operation, we look forward to sustaining both design quality and responsive client service, and to creating new and exciting business environments for the 21st century.



**P E R K I N S**  
**& W I L L**

## Donnell, DuQuesne & Albaisa, P.A. (DDA)

### Profile

### Structural Engineering



City of Miami Beach  
Multipurpose Municipal  
Parking Facility  
RFQ No. 69-02/03

The firm of Donnell, DuQuesne, & Albaisa, P.A. was organized with the definite objective of providing quality engineering services to architectural firms. We firmly believe that these services should be rendered in a comprehensive, creative, professional and understanding manner.

We take pride in our architectural training, which has proven invaluable in making a contribution to a given project from its inception. The resulting structures have been proven to be most economical and architecturally significant.

We also have an extensive in house CADD-operation. Our office has a xerox plotter, which enables us to print in house with highly qualified CADD personnel producing a set of structural drawings with precision, encompassing all the different disciplines in order to achieve a quality product.

Our clients include most of the leading south Florida architects, and we have also been consultants to large national firms. We have helped design structures for a great variety of uses, including the American Airlines Arena, Miami International Airport - concourses and terminals, The Village of Merrick Park, The Collection, Florida International University student center, University Of Miami - law school addition and several schools in Dade, Broward and Palm Beach Counties.

Among awards received by our firm are the following:

The International Concrete Repair Institute Award of Excellence in recognition of the Freedom Tower renovation. Recognized for excellence in the repair of historic structures October 26, 2001.

F.W. Dodge Southeast Construction Best Of 2001 Awards for Freedom Tower. December 2001.

#### *Contractors Choice Awards*

Outstanding Engineering Firm. May 4, 2001

Outstanding Individual in an A/E Firm Pedro Duquesne, P.E. May 4, 2001.

The Board Of Directors Of Hispanic American Builders Association Structural Engineering Co. of the Year 1993. November 20, 1993

2000 Tilt-Up Achievement Award for the Outstanding use of Tilt-Up Concrete Construction in Beacon Pointe.

#### *The Miami Chapter of the American Institute of Architects*

Outstanding Consulting Engineer of the Year 1991.

Outstanding Consulting Engineer of the Year Award 1994.

Outstanding Consulting Engineer of the Year 1995.

#### *A.C.I. and Florida Concrete Products Association*

Outstanding Concrete Structure 1985, Residential Category, Brody Residence, Fort Lauderdale, Florida, Donald I. Singer, F.A.I.A. Architect

Outstanding Concrete Structure 1983, Public Building Category, City Park Parking Garage, Fort Lauderdale, Florida, Donald I. Singer, F.A.I.A. Architect

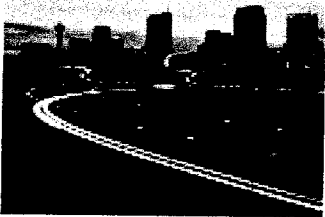
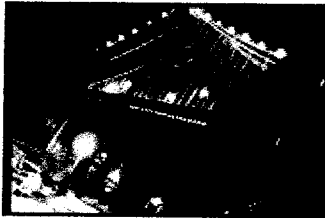
Outstanding Concrete Structure, 1978, Residential Category, Singer Residence, Fort Lauderdale, Florida, Donald I. Singer, F.A.I.A. Architect

Outstanding Concrete Structure, 1978, Vanidades Continental Building, Miami, Florida, Pancoast Albaisa, Architects and Planners

# Edwards and Kelcey

## Profile

### Civil Engineering



Edwards and Kelcey is a nationally recognized engineering, design, planning and construction management firm with more than half a century of commitment to developing and executing the very best products, programs and projects for our clients. Our staff of professionals offers an unrivaled breadth and depth of experience and expertise, and brings a vast array of skills to the real world challenges of the 21<sup>st</sup> Century.

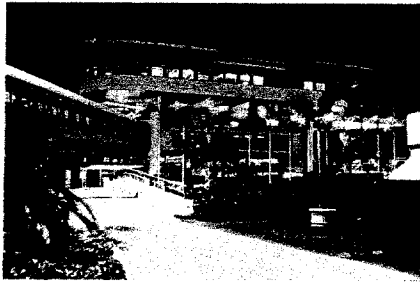
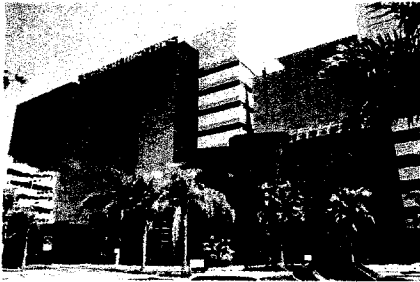
The visionary ideas of our founders led to innovations in the creation of our modern transportation and communications systems, and their foresight and creativity remains embodied in the work of Edwards and Kelcey professionals today. From runway design to healthcare facility construction to cell tower maintenance to high-tech security system development, our experts respond to the needs and deliver excellence in cost-effective, practical solutions.

See our work in a thousand miles of highways and runways, hundreds of buildings and structures, and in countless innovative systems technologies. And visit us online at [www.ekcorp.com](http://www.ekcorp.com).

**Johnson, Avedano, Lopez, Rodriguez and Walewski  
Engineering Group, Inc. - Profile**  
MEP Engineering



City of Miami Beach  
Multipurpose Municipal  
Parking Facility  
RFQ No. 69-02/03



An Award Winning Firm organized in 1985 to provide Quality Energy Efficient Engineering Design for all types of Mechanical and Electrical Systems. We provide Lighting Design to emphasize Form, Light, Texture and Color, thus capturing the spirit of the Architectural Design. We approach each project with an Overall Design Standpoint, looking at the aesthetics while, at the same time, providing well thought out and well integrated working solutions to the design of Mechanical, Fire Protection, Fire Alarm, Electrical, Lighting, Security, Data/Communication and Energy Management Systems.

We believe in Innovative Solutions to the challenges facing the Engineering field today. Current problems require that special attention be paid to Conservation of Energy and many other factors that are greatly impacting our environment. The Principals and the Personnel of this Firm are actively involved in Local and National Technical and Professional Societies in order to keep abreast of today's rapidly changing technologies. The Firm encourages participation of all it's members in Seminars and Technical Presentations that enhance their knowledge and provide the continuing education essential in maintaining the technical expertise demanded by today's ever changing technologies.

The Personnel of JALRW use the latest Engineering technology to determine the optimum system design including Computer Aided Drafting (CADD). Our Firm utilizes various types of Energy and Life Cycle Cost Analysis/Computer Aided Programs to match the project requirements to the selected system. We are skilled at selecting the proper system to suit the application. We provide Cost Estimates, Energy Studies, Energy Calculations, System Analysis and Lighting Calculations. We have extensive experience in the design of Security, CCTV, and Energy Management Systems. Over the past 15 years, Our Firm has designed Mechanical/Electrical Systems for a large number of buildings throughout the United States and the Caribbean. These projects range from the Sensitive Restoration of Historic Properties to the dynamic design of Large Hotels and Resort Complexes, Shopping Centers, Residential, Office, Schools and University Buildings, Hospitals, Medical Manufacturing Buildings and Government Complexes and Airports.

Our Firm also provides Peer review and review of Documents for Code Compliance and Inspection Services.

Our Firm was awarded the 1998 Engineered Systems Award for Engineering Excellence and Team Effort, given to our Firm, the Owner, Architect and Contractors, for Design and Contract Administration on the Carnival Cruise Lines Headquarters Facilities. This award is very important to our Firm, because it is given for those qualities upon which our firm is built, Engineering Excellence and Team Work, which enable us to deliver a quality project for our clients.

This experience provides the personnel at Johnson, Avedano, Lopez, Rodriquez & Walewski Engineering Group Inc with a firm foundation to bring to your project a team of engineers that will work with other members of the Design Team in creating Functional, Efficient and Beautiful Buildings.

**P E R K I N S  
& W I L L**



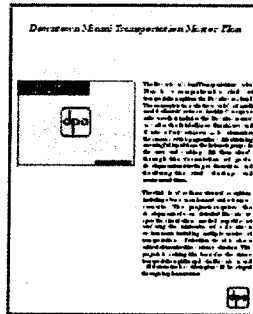
## David Plummer & Associates, Inc.

Profile

Traffic Consultant



City of Miami Beach  
Multipurpose Municipal  
Parking Facility  
RFQ No. 69-02/03



David Plummer & Associates, Inc. (DPA) was incorporated in 1978 for the specific purpose of providing transportation oriented services to public sector clients throughout South Florida. Since that time, the firm has experienced a steady, yet controlled, growth. In 1983, we began providing services to the public sector in Lee County, Florida, which led to the opening, in 1985, of a second office in Fort Myers. In 1987, a third office was opened in Palm Beach County to serve the Treasure Coast. We have recently opened offices in Boca Raton and Fort Lauderdale to serve our clients in Florida better. Initially, our services emphasized transportation planning and traffic engineering design. We now offer complete transportation services from each of our offices, including transportation planning, traffic engineering, highway design, minor structural engineering, signalization design, construction engineering inspection, as well as, environmental assessments.

DPA has conducted planning, traffic operations and traffic safety studies for various government jurisdiction in South Florida. These services include, accident analysis, accident reduction, signal warrant studies and analysis, capacity analysis, and cost benefit analysis. Our roadway design efforts range from minor intersection design to signal design to highway design to major interchange design. Members of our firm have also been involved in numerous state and local committees concerned with the development of Level of Service Standards and Concurrency Implementation.

With dozens of Comprehensive Plan Amendments and traffic circulation elements completed, DPA brings special insight to, as well as, thorough knowledge of, traffic analysis, planning, concurrency, and the zoning issues involved in these projects.

Because of the firm's business approach to engineering, its principals are experienced in the complex relations among financial, technical, and "people" aspects of a successful project. The balance between engineering and business enables us to work with our clients from the earliest stages as part of the team of architects, planners, attorneys, and finance officers helping to shape and direct projects from the earliest planning stages through the approval process and into implementation.

Our public clients have included the Florida Department of Transportation, Palm Beach County, Miami-Dade County, Broward County, Collier County, Lee County, St. Lucie County, Charlotte County and Monroe County, as well as the municipalities of Coral Gables, Palm Beach Gardens, Delray Beach, Sanibel Island, Miami, Homestead, Fort Lauderdale, Boca Raton and Fort Myers. Providing services to these clients has enabled our professionals to establish excellent working relationships with the various local, regional, and state government agencies.

**P E R K I N S**  
**& W I L L**

## Narrative

Provide a narrative, which addresses the scope of work, the proposed approach to the work, and any other information called for by the RFQ.



**Deauville Hotel**  
**Miami Beach, Florida**

Even though a Multi-Story Parking Structure might, on first blush, appear to be a provide a clear-cut and routine work path, the complexities of the site make this a uniquely complex challenge. Perkins & Will begins every project by detailing a project work plan (approach) that responds specifically to each project, each time frame, each budget and each owner's team. The Multi Story Parking Garage will have to detail with issues related to:

- a) Building in a Historic District.
- b) Relating to the existing 1970's City Hall Building.
- c) Incorporating existing and future traffic flows created by the City Hall and the Convention Center.
- d) Adjusting to Phasing and Scheduling Plans to accommodate the inevitable disruption that will be created by the elimination of the existing surface lot.

Shortly after beginning work, The City of Miami Beach will be presented with very detailed work plans that match your specific needs for the Multipurpose Municipal Parking Facility, and each will incorporate Perkins & Will's strategies illustrated here.

Our approach to the design process is based on two tenets -- listening to the client and then leading the design team to the best solution. The key to success is a clear and consistent system of communication. The method focuses on a high level of involvement between the steering committee, technical staff, owner project management team and members of the Perkins & Will project team. All the many activities in successful project delivery must involve listening and leading -- and must involve all the essential parties.

Before any ideas are generated and/or set in stone, we will engage in a visioning or "idea" session. This is an intense goal-setting session where all of the key team members (City Building and Planning Staff, as well as representatives from the Mayor and City Manager's office) can interact and commit to a common set of goals and objectives. This session serves as the catalyst for defining the goals and aspirations of The City of Miami Beach. We do not discuss quantitative data, physical layout, and perceived solutions. This is a session about ideas. Everyone will be able to "throw - out" their vision for the new facility. There will be no such thing as a bad idea or an irrelevant thought. All ideas will be recorded and evaluated by the group.

Listening alone, however, is not sufficient from a design consultant. Institutions hire architects for multi-million dollar projects for their expertise and ability, not as pencils to draw their untested concepts. Our strength comes not only from our technical ability and knowledge of local issues, but also from our ability to effectively lead the design process -- from helping the client to understand the implications of the program to coordinating the efforts of a team of designers and consultants. Our experience in designing, pricing, and developing parking structures of similar scope and budget in the City of Coral Gables and the Miami Civic Center will be brought to the table.



## Narrative



**Victor Hotel**  
**Miami Beach, Florida**

The City of Miami Beach Multi-Story Parking Facility would represent a challenging milestone to our Florida office and for me (Jose Gelabert-Navia) personally the culmination of a twenty five year relationship with the City of Miami Beach in whose Design Review Board I have served on two occasions, and which has been the subject of my book: Ocean Drive, Miami Beach, U.S.A. published two years ago with the support and endorsement of the City. The foundation of our work is responding to our clients' needs with creativity and innovation. But, creativity and innovation alone are of little value without undeniable appropriateness to our client's goals. Excellence in design is not about trends worn out by time and opinion or about receiving awards that celebrate appearance while ignoring function. The best design addresses how users function, how values are embodied in a building and how design relates to the community at large.



## Village of Merrick Park Office, Retail and Parking Garage Coral Gables, Florida

Reference: The Related Group of FL  
Mathew Pellar  
305.460.9900

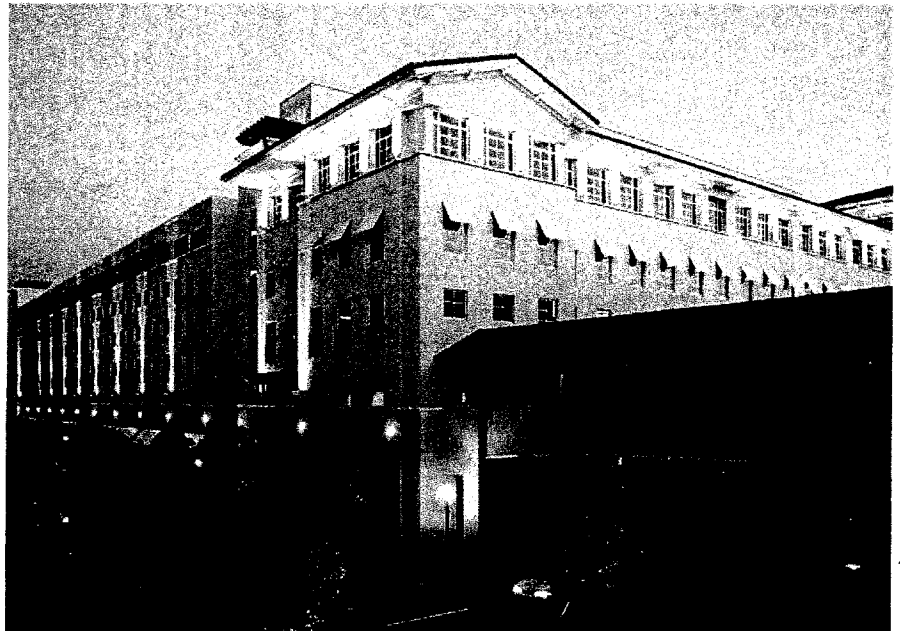
Completion Date: 2002

Construction Cost: \$24,000,000

Square Footage: 141,000 s.f.  
office retail

440,000 s.f. 1200 car  
parking garage

Outcome: Completed on time  
and in budget



The Village of Merrick Park is a \$250,000,000 mixed-use project developed by the Rouse Company in Coral Gables, Florida. Perkins & Will was responsible for the design of a 141,000 sq ft structure which includes offices, retail and pedestrian bridge. Immediately adjacent is a 1200 car parking garage to service both the building, as well as the retail complex across the street. The structures have all been designed to fit within the Mediterranean Design Guidelines of the City of Coral Gables.

**P E R K I N S  
& W I L L**



## Village of Merrick Park

### Housing & Parking Garage

Coral Gables, Florida

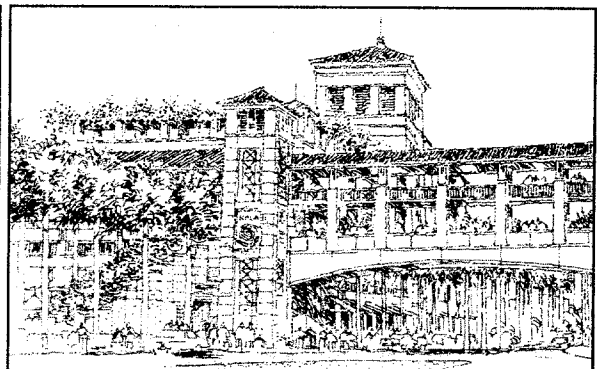
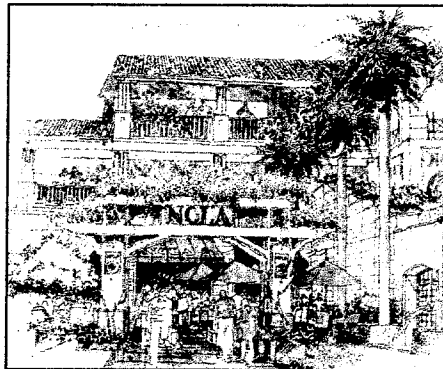
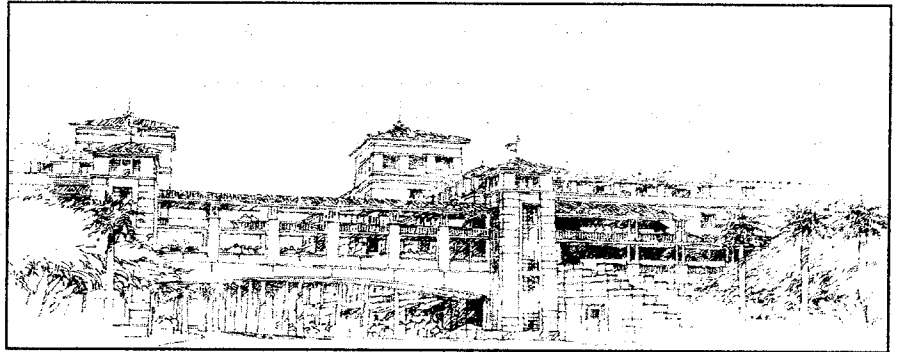
Reference: The Related Group of FL  
Mathew Pellar  
305.460.9900

Completion Date: 2003

Construction Cost: \$23,000,000

Square Footage: 500,000

Outcome: On-Schedule and in  
budget



The Village of Merrick Park is a \$250,000,000 mixed-use project developed by the Rouse Company in Coral Gables, Florida. Perkins & Will was responsible for the design of the Housing portion of the project for the Related Companies: Florida's largest multi-family developer. The complex includes a pair of buildings situated at the north end of the complex. The structures contain **120 apartments of one, two and three bedrooms; a parking structure for 200 spaces, and 30,000 square feet of retail.** The buildings connect to the existing Garden Shops of the Village of Merrick Park and to each other by a series of pedestrian bridges which also act as a gateway to the Village's main plaza. The Ground Floor is taken up by the greatest concentration of restaurants in the City of Coral Gables. Five stories above, there is a private plaza for the residents which contain a swimming pool, trellised walkways and a health club.



## Clinical Research Facility and Wellness Center

University of Miami

Miami, Florida

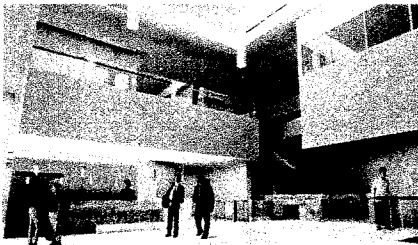
Completion Date: 2005

Construction Cost: \$54 Million

Square Footage: 336,000 SF

Reference: Richard Jones  
Assoc. Director  
Planning & Construction  
UM/ Facilities & Design  
305.243.5802

Outcome: On-Schedule and in budget



The Clinical Research Facility at the UM Medical Campus is composed of 336,000 g.s.f. of Dry Lab Spaces for the use of existing UM programs. It contains a **1430 Car Parking Garage** to service this new development and the displaced Existing Professional Arts Building's parking. The CRB shall tower 15 stories and greet the city of Miami with a new state of the art curtain wall which shall span the entirety of the building's height on 3 sides. It shall service the University in an efficient/ high-tech and graceful manner. And shall provide a space efficiency unsurpassed by very few, if other, buildings in South Florida. Fountains, elegantly paved entry courts and lush landscaping shall meet the street and it's users.

A New two story- 60,000 gsf. Wellness center shall also be serviced from the same parking structure, nestled above this structure it shall service UM staff and personnel with commanding views. A sky-bridge, at the CRB's 9th level shall connect the two buildings.

Total project construction cost: approximately \$54 million dollars. Construction completion expected in the 1st quarter of 2005.



## **Donnell, Duquesne & Albaisa, PA (DDA)**

### **Multipurpose Facilities Experience**

*Reference: Revuelta, Vega, Leon,  
2560 S.W. 27 Avenue,  
Miami, Florida 33133*

*Completion Date: 2003*

*Construction Cost: \$90 Million*

#### **The Jade Residences and Parking Garage**

48 story condominium tower with a connected 71 level parking garage with bay front loft units and a pool / amenities deck on the roof of the garage structure. The structure system for the tower and parking garage has been designed using post-tension slab, shearwalls and concrete columns. The foundation for the garage consists of 14" diameter augercast piles and 24" diameter augercast piles for the tower.

*Reference: Revuelta, Vega, Leon,  
2560 S.W. 27 Avenue,  
Miami, Florida 33133*

*Completion Date: 2005*

*Construction Cost: \$ 72 Million*

#### **The Bath Club**

21 story tower on the west side of Collins Avenue in Miami Beach. The lower two levels of the tower will be used for parking and the parking garage will extend beyond the tower to the east. On the east side of the site, atop the two level parking garage, three story villas are planned. Additionally, tennis court, cabanas, pools and other surficial site features will be constructed within the southern portion of the site. The structural system in general consists of post-tension slab, shearwalls and concrete columns. The foundation consists of 14" diameter augercast piles on cabana, parking garage, villa and 18" diameter augercast pile for tower of the roof tower.

*Reference: Johnson Associates,  
4770 Biscayne Blvd  
- Suite 800, Miami,  
Florida 33137*

*Completion Date: 2003*

*Construction Cost: \$14 Million*

#### **Dadeland Mall Parking Garage**

3 story, 500 car, precast parking garage located on the south side of Dadeland Mall between Burdines, The Limited and Lord & Taylor. Precast pedestrian bridges will connect to 2<sup>nd</sup> floor of The Limited and Lord & Taylor, and at 2<sup>nd</sup> and 3<sup>rd</sup> floors of Burdines. The foundation system for the parking garage consists of 16" diameter augercast piles. The structure has been designed for one additional "future" floor.

*Reference: Bermello, Ajamil &  
Partners, 2601 S.  
Bayshore Dr. - Suite  
1000, Coconut Grove,  
Florida 33133*

*Completion Date: 2003*

*Construction Cost: \$120 Million*

#### **Park Place at Brickell**

The building is composed of a 36 story condominium tower with a connected 9 level parking garage with a pool / amenities deck on the roof of the garage structure. The structure system for the tower and parking garage have been designed using post-tension slab, shearwalls and concrete columns. The foundation for the tower consists of 24" diameter augercast piles, while the parking garage utilizes a shallow foundation.



## Edwards and Kelcey Multipurpose Facilities Experience

*Services Performed*  
Civil Engineering  
Water and Sewer Design  
Drainage Design  
Sanitary Pump Station Design

*Client Contact*  
George Valcarcel  
(305) 569-1333  
Perkins and Will  
999 Ponce de Leon Boulevard  
Suite 915  
Coral Gables, FL 33134

### University of Miami Research Building and Parking Garage

Edwards and Kelcey was retained by the University of Miami's Architects to provide the civil site design for a new 15-story Clinical research building and 11-story parking garage. The site consists of 350,000 SF of office space and 510,000 SF of parking garage on a 3.58-acre parcel. The existing site had a utility easement, which bisected the property and needed to be mitigated in order to construct the buildings. This required rerouting existing sanitary lines that handled offsite flows, while being placed under the constraints of no additional lift-stations. Due to the substantial flows this facility would be imposing on the existing wastewater system, the site also required the design of a new pump station for the Miami-Dade Water and Sewer Department (WASD). This pump station was designed for 965 gallons/min and included a generator house as an emergence back-up facility. To satisfy the 25-year storm design criteria, the site was designed with deep wells and emergency overflows. As a requirement by WASD, a new 12" water main was designed to run the length of the city block and through a major intersection. With the very tight spatial constraints placed on this site, planning the utility easement and corridors to service not only the on-site but also the off-site facilities presented a challenging situation we were able to design through.







## Edwards and Kelcey Multipurpose Facilities Experience

### *Services Performed*

*Utility Plans  
Drainage Plans  
Grading Plans*

### *Client Contact*

*Korsunsky, Krank, Erickson (KKE) Architects,  
Inc.  
300 1<sup>st</sup> Avenue North  
Minneapolis, MN 55401*

### *Project Dates*

*Start: 1/1999  
Complete: 11/2001*

### *Project Costs*

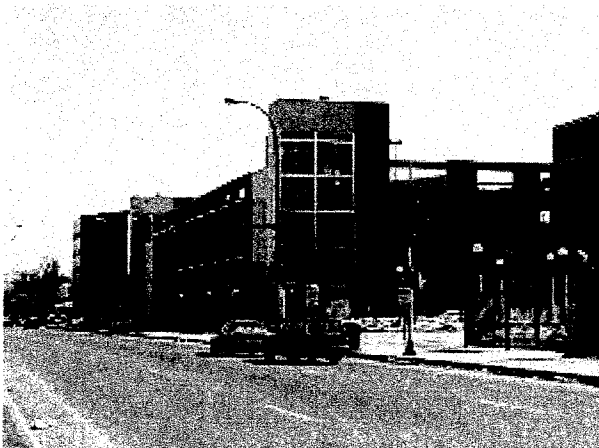
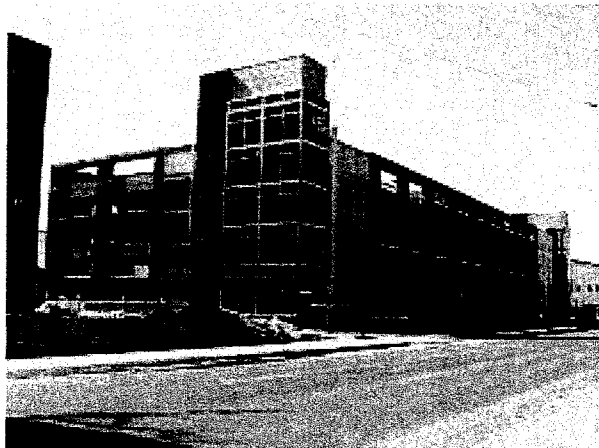
*Fee: \$340,000  
Construction \$12,500,000*

## University of Minnesota Parking Garage Minneapolis, MN

Edwards and Kelcey, Inc. as a subconsultant to KKE Architects performed various services for a new parking garage on the Minneapolis Campus of the University of Minnesota.

### Services included:

- Access study, including recommendations of street signing, and operations during events
- Site plan, including grading and contours, pavement design, and drainage
- Construction plans for adjacent access streets, small parking area, parking lot and bus drop-off lane
- Coordination and design of sewer and water connections with City of Minneapolis for the parking garage
- Coordination with Hennepin County for storm sewer connections





## Edwards and Kelcey Multipurpose Facilities Experience



### *Services Performed*

Site Civil  
Architectural  
Structural  
Mechanical  
Electrical  
Plumbing

### *Client Contact*

Growth Companies  
1234 Boylston Street  
Chestnut Hill, MA 02167-2104  
Mr. Frederic Margolis  
President  
(617) 232-9850

### *Project Dates*

Start: 11/2000/Complete: 2005 (construction)

### *Project Costs*

Fee: \$400,000  
Construction \$15,000,000

### **1268 Boylston Retail/Office A/E Chestnut Hill, MA**

On a narrow site along Route 9 in the Village of Chestnut Hill, is a new retail and office building containing 60,000 square feet on four floors and a 220 car-parking garage will occupy the former location of the Boylston Restaurant. The permitting and building design, under the direction of Edwards and Kelcey has been coordinated with a luxury Assisted Living building across the abutting Tully Street to make an urban complex within this thickly developed neighborhood. The design process included community input, a city appointed Design Advisory Team, Planning Board and Zoning Board of Appeals meetings. The Chestnut Hill area is affluent, involved and tightly regulated.

The building, for which Edwards and Kelcey had full responsibility for all aspects of the architectural and engineering design, was impacted by the narrow site, fronting on three streets and being adjacent to a state highway. The architectural style was influenced by the blending of components and rhythms of our proposed building with the Assisted Living building and the impressions of the traditional vernacular of Boston. The challenge of the design was the integration of the garage with the retail/ office building and the detailing of the facade to the articulate the length of the building into the proper scale of the surroundings. Materials, such as brick and cast stone, were selected to integrate into the neighborhood and express the quality associated with high-end buildings and the expectations of first-class tenants.

### *Services Performed*

Permitting  
Site Engineering/Traffic  
Architectural  
Building Envelope  
Historic  
Mechanical  
Electrical  
Plumbing  
Structural  
Space Planning

### *Client Contact*

Prospectus, Inc.  
705 Mt. Auburn Street  
Watertown, MA 02171  
Mr. William Cress  
(617) 923-4777

### *Project Dates*

Start: 9/1996  
Complete: 2007 (construction)

### *Project Costs*

Fee: \$620,000  
Construction \$30,000,000

### **Renovation to Existing Building at 705 Mt. Auburn Street Watertown, MA**

The development of 500,000 square foot, multi-story, 705 Mt. Auburn Street from a manufacturing facility to an office complex began with preliminary layouts, reviewing existing building conditions and plans, reviewing and assisting with the construction cost options and providing promotional assistance for leasing purposes. In addition, Edwards and Kelcey prepared site plan permitting materials for city approval, including traffic studies and information for potential tenants and consultants.

Since completing the preliminary design and study phase, Edwards and Kelcey has been serving as Architects and Engineers of record for site improvements, a 1,400 car parking garage, the rehabilitation of the base building and for tenant improvements. A comprehensive survey and condition assessment was performed on the reinforced concrete garage structure. Concrete repairs and waterproofing specifications were implemented. The building rehabilitation encompassed complete new mechanical, electrical and plumbing systems as well as reroofing, masonry restoration, new energy efficient windows and a sky lit atrium with associated structural design. The project also included the selective demolition of two building wings and interior space to create an atrium.

Tenant improvements provide finished office space for 2500 employees including a full-service cafeteria, fitness center, training rooms, as well as the main computer center for maintaining round-the-clock access.

**P E R K I N S  
& W I L L**

**Johnson, Avedano, Lopez, Rodriguez and Walewski  
Engineering Group, Inc.**  
Multipurpose Facilities Experience



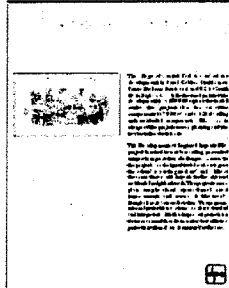
City of Miami Beach  
Multipurpose Municipal  
Parking Facility  
RFQ No. 69-02/03

Project Name & Location	Description	Contact	Completion Date	Cost in (000)
Dadeland Mall North and Northeast Parking Garage Expansions Miami, Florida	Mechanical & Electrical Design for two additional floors of parking in each Parking Garage for a total of 2,000 new spaces. The Principals of Firm also designed the original Parking Garages. which now have over 5,000 parking spaces.	Equitable Insurance Company Boca Raton, Florida	1998	\$10,000
The Village of Merrick Park Housing/Retail/Parking Facility Coral Gables, Florida	Lighting Design, HVAC, Plumbing, Fire Protection and Electrical Engineering Design for this prestigious Twin Tower Complex, each comprised of 150,000 SF, with a 515 Existing Parking Garage and 189 New Parking Spaces in each Housing Tower Garage.	The Rouse Company Columbia, Maryland 21044	2003	\$25,000
Memorial Office Building West Parking Garage Broward County, Florida	This Six Story Parking Garage is approximately 500,000 SF, With 1458 Parking Spaces, for which our office provided the Mechanical Ventilation, Lighting, Power Distribution and Drainage. It also has an Air Conditioned Office and Restroom Facilities.	North Broward Hospital District Broward County, Florida	2001	\$10,000
703 Waterford Building with Four Levels of Parking Miami, Florida	This is a Ten Story Office Building with Four Levels of Parking. Building is approximately 248,000 Sq.Ft. Our office provided the HVAC, Plumbing, Fire Protection, Electrical Engineering and Lighting Design. Power, Lighting and Ventilation provided in the Open Air Garage.	The Teachers Union The Hogan Group -Management Company	1999	\$28,000
Fisher Island - Ocean Side Five Fisher Island, Florida	An Eight Story Residential Building with One Level Parking Garage. There are 27 Units, with Parking for 1-2 Cars per unit and Guest Parking. This Design included HVAC, Plumbing, Fire Protection, Electrical Power & Lighting, as well as Security Design.	The Fisher Island Development Company Miami, Florida	2000	\$15,500
Beach Place Hotel/Retail Complex Fort Lauderdale, Florida	HVAC, Plumbing, Fire Protection, Electrical Engineering and Lighting Design for this Large Resort with Three Levels of Parking for the Retail Area and Three Levels for the Marriott Hotel. The Combined Parking Levels have approximately 600 Parking Spaces. Within short time frame and in budget.	The Beach Place Group Fort Lauderdale, Florida	1997	\$35,000
Vista Center Government Office Building and Parking Garage Palm Beach County, Florida	Mechanical/Electrical Engineering for this 251,000 Sq.Ft. Multi-Level Government Facility, with a 900 Car Parking Garage, Office Spaces, Public Areas, Kitchen/Cafeteria and Provisions for an Intelligent Traffic Control Center	Palm Beach County Swab, Twitty, Hanser Bill Hanser, AIA (561) 832-5599	2004	\$30,000
Royal Palm Office Facility @ South Pointe, Broward County	Mechanical and Electrical Engineering Design for a New 8-Story Office Building with a 200,000 SF Parking Garage	The Hogan Group -Management Company	2000	\$25,000
Presidential Place Boca Raton, Florida	Mechanical & Electrical Engineering Design for prestigious Residential Building with Underground Parking Facility, consisting of two levels with 600 Parking Spaces. Design included Exhaust System.	Temple/VMS Properties Boca Raton, Florida	1993	35,000
Doral Concourse Office Center Miami, Florida	Our Office provided the Plumbing and HVAC Engineering Services for this Six Story Office Building and Four Levels of Open Parking Garage, with Zoned A/C per Floor. We also provided Contract Administration	OPUS South Corporation Broward County, Florida	2000	\$30,000

**P E R K I N S  
& W I L L**



**David Plummer & Associates, Inc.**  
Traffic Consulting Experience



## Development of Regional Impact

### The Village of Merrick Park

The Village of Merrick Park is a mixed use development in Coral Gables, Florida near Ponce De Leon Boulevard and US 1 (South Dixie Highway). While the focal point of the development is a 850,000 square foot retail center, the project also has an office component (117,500 sf) and a 120 dwelling unit residential component. DPA was in charge of the project access planning and the traffic studies for this site. This Development of Regional Impact (DRI) project, located in an urban setting, presented unique transportation challenges. Access to the project was designed to take advantage of the extensive existing road network while at the same time avoid impacts to the adjacent residential neighborhoods. The project access plan emphasized operational road improvements and access via the nearby Douglas Road Metrorail station. The project's internal pedestrian system was also extended and integrated with the improved pedestrian features around the site in order to facilitate a pedestrian-friendly environment for the area.



### Beacon Tradeport

The Beacon Tradeport is a 375 acre development with two large components: a regional mall, and an industrial park. The project is located on the northeast quadrant of the Florida Turnpike and NW 12 Street Interchange (immediately north of the Dolphin Expressway) in Miami, Florida.

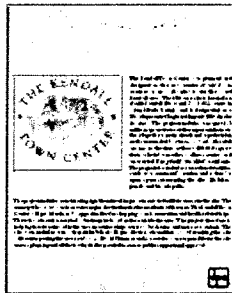
The industrial park includes 3,400,000 square feet of floor area and high quality warehouse space, with supporting office areas. The retail component is 1,275,000 square feet, with a significant recreational component, and a multiplex movie theater. The regional mall portion is known as Dolphin Mall and it is envisioned as the new "Sawgrass Mills" of south Florida. The project also includes a 125 room hotel. The magnitude of the proposal mandated Development of Regional Impact (DRI) review. In addition to leading the consulting team and assembling all the required studies, DPA was in charge of the project access planning and the analysis of traffic impacts. The process required negotiating study parameters with a multitude of transportation agencies at local and state levels. DPA also executed all of the transportation studies. The outcome of the effort was the development and approval of an improved transportation network, addressing the project needs as well as the traffic levels already present in the area.

The project's Transportation Proportional Share, Road Impact Fees, and Traffic Concurrence contributions were translated into a significant road improvement program that was undertaken by the developer. This approach ensured that the needed roads were in place by the time they were needed as various portions of the project were completed.

The most visible and significant improvement was a new interchange on the Turnpike at NW 12 Street. The interchange facilitates quick and direct access to the surrounding area and the project. Our firm also led the effort of master planning, evaluating and securing all the needed approvals for this major road project.



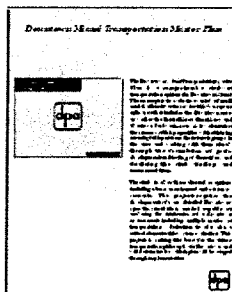
**David Plummer & Associates, Inc.**  
Traffic Consulting Experience



**Kendall Town Center**

The Kendall Town Center was planned and designed as the new center of activity, in essence a new downtown, for the West Kendall area. The 158 acre site is located on North Kendall Drive and SW 162 Avenue in Miami-Dade County and is designated as a Development of Regional Impact (DRI) due to its size. The project includes a major (1.3 million square feet) retail component that sets the stage for a main street and a pedestrian mall surrounded by stores. Mixed with retail are movie theaters, offices (400,000 square feet), a hotel, a medical/wellness center, and an assisted living facility for elderly residents. The project also includes recreational facilities such as a community center and extensive open space surrounding the site with lakes, ponds, and bicycle paths.

The project includes constructing significant road improvements to facilitate access to the site. The concept, however, was to create a major destination for the residents of the area. The Kendall Town Center will provide close-by opportunities for shopping, work, recreation and health related trips. These travel needs occur today but require travel, miles outside the area. The project, therefore is helping to reduce travel in the area since these trips can now be shorter and more convenient. The site even includes a new transit hub that will provide for yet another way of reaching the site without impacting the area roadways. David Plummer and Associates was responsible for the site access planning and all the traffic studies needed to secure public support and approval.



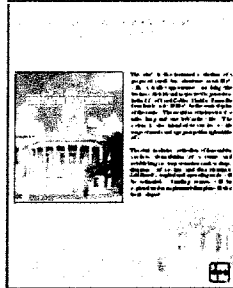
**Downtown Miami Transportation Master Plan**

The Downtown Miami Transportation Master Plan is a comprehensive study of transportation options for Downtown Miami. The concept is to evaluate a variety of multi modal alternatives to service this two square mile area that includes the Downtown core, as well as the Brickell Area, Omni Area, and Overtown/Parkwest Areas. A key element of the success of this project lies with obtaining meaningful input from the interest groups in the area and working with them closely through the formulation of goals, development and testing of alternatives, and finalizing the study findings and recommendations.

The study involves three alternatives options including a base, an enhanced, and a visionary scenario. The project requires the development of a very detailed, Downtown-specific, simulation model capable of analyzing the intricacies of a downtown environment including multiple modes of transportation. Pedestrian travel is also a critical element of the system evaluation. This project is setting the base for the future transportation philosophy for Downtown and will determine how that plan will be staged through implementation.



**David Plummer & Associates, Inc.**  
Traffic Consulting Experience



## Transportation Planning

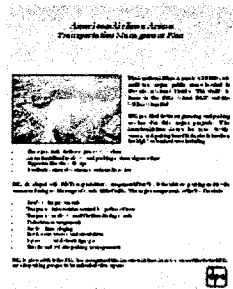
### Coral Gables Circulator System Study

This study is the technical evaluation of a proposed small bus circulator, most likely with a trolley-appearance, servicing the business district and major traffic generators in the City of Coral Gables, Florida. Ponce De Leon Boulevard will likely be the central spine of the route. The corridor of interest is five miles long and one-half mile wide. The system is also intended to service a wide range of needs and age groups throughout the city.

The study includes verification of demand for services, formulation of a route, and establishing service parameters such as stops, frequency of service, and fare structure. Additionally, capital and operating costs will be estimated. Funding sources will be explored and an implementation plan will also be developed.

### AmericanAirlines Arena Transportation Management Plan

The AmericanAirlines Arena is a 20,000-seat, multi-use, major public arena located in Downtown Miami, Florida. This facility is home to the NBAs Miami HEAT and the WNBA's Miami Sol.



DPA provided traffic engineering and parking services for this major project. The AmericanAirlines Arena has many traffic, access, and parking benefits due to its location in a highly urbanized area including:

- Close proximity to the expressway system
- An underutilized roadway and parking system at game time
- Opportunities for walk ups
- Excellent Metrorail/Metromover transit service

DPA developed a flexible Transportation Management Plan (TMP) to address parking and traffic concerns during a wide range of events at the facility. The major components of the TMP include:

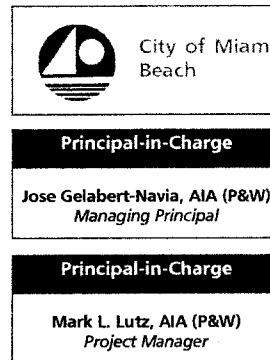
- Roadway improvements
- Temporary intersection control by police officers
- Temporary roadway modification during events
- Pedestrian management
- Bus/taxi/limo staging
- Fire-Rescue access and circulation
- Expressway and street signage
- On-site and off-site parking management

DPA is pleased that the NBA has recognized the AmericanAirlines Arena as one of the fastest NBA on-site parking garages to be unloaded after a game.



## Project Team

### Organization Chart



Architecture/Traffic Consultant	Engineering	
Patricia Bosch (P&W) <i>Design Director</i>	Pedro J. DuQuesne, PE (DDA) <i>Structural Engineer</i>	Victor Avedano, PE (JALRW) <i>MEP Principal</i>
Jose M. Bofill (P&W) <i>Project Architect</i>	Aida M. Albaisa, PE (DDA) <i>Structural Engineer</i>	Horacio A. Rodriguez, PE (JALRW) <i>Mechanical Engineer</i>
David S. Plummer, PE (DPA) <i>Traffic Consultant</i>	Ernesto G. Wong, PE (DDA) <i>Structural Engineer</i>	Heiselt Escobar, EIT <i>Fire Protection &amp; Plumbing Engineer</i>
Timothy J. Plummer, PE (DPA) <i>Traffic Consultant</i>	Luis A. Olivares, PE (E&K) <i>Civil Engineer</i>	Parvin J. Johnson, Sr. <i>Electrical Engineer</i>
	Phillip Boness, E.I. (E&K) <i>Civil Engineer</i>	William A. Abarca, PE <i>Electrical Engineer</i>
	Robert A. Soriano, P.E. <i>Civil Engineer</i>	Jorge Luis Fleitas, PE <i>Electrical Engineer</i>

**Jose Gelabert-Navia, AIA (P&W)**  
*Managing Principal*

With twenty-five years of experience as an architect, Mr. Gelabert-Navia is the Managing Director of Perkins & Will, Miami. Mr. Gelabert-Navia has been involved in a variety of projects, including academic buildings, museums, corporate and residential work. He is currently working on the new Delray Beach Public Library and Village of Merrick Park Housing in Coral Gables, Florida. His design for the Museum of Contemporary Art in North Miami has been extensively published. He is a Professor of Architecture and former Dean of the School of Architecture at the University of Miami. His experience includes:

- Village of Merrick Park, Offices Retail and Parking Garage, Coral Gables, Florida
- Village of Merrick Park, Housing and Parking Garage, Coral Gables, Florida
- Deauville Hotel, Miami Beach, Florida
- City of Delray Beach, Public Library, Delray Beach, Florida
- Dade County Public Schools, Morgan High School, Miami, Florida
- University of Miami, School of Communication, Coral Gables, Florida
- Broward County Schools, Cypress Run High School, Weston, Florida
- Broward County Schools, McNab Elementary, Pompano Beach, Florida
- Miami Dade Community College, Aviation Building, Homestead, Florida
- Florida Atlantic University, Biomedical Laboratory, Boca Raton, Florida
- Archdiocese of Miami, St. Agatha Catholic Church, Miami, Florida
- North Miami, Museum of Contemporary Art\*, North Miami, Florida

**Patricia Bosch (P&W)**  
*Design Director*

Patricia Bosch has over eighteen years of experience in the field of architecture. She has worked on a variety of building types, including Hospitality, Corporate Headquarters, K-12, Libraries, and Higher Education. Her project experience has included the New York Public Library, the Den Haag Stadium Bibliteck in the Netherlands. Her experience includes:

- Victor Hotel, Miami Beach, Florida
- Deauville Hotel, Miami Beach, Florida
- University of Miami, School of Communications, Coral Gables, Florida
- Miami Dade Community College, Aviation Training Facility, Homestead, Florida
- South Miami Transit, Multi-Facility, South Miami, Florida
- Florida Atlantic University, Schmidt Biomedical Research Facility, Boca Raton, Florida
- Florida International University, Art Museum Design Competition, Miami, Florida
- School Board of Broward County, McNab Elementary School, Pompano, Florida
- Ksisteen LLC, Edison Charter Schools, Miami, Florida
- School Board of Broward County, NOVA Middle/High Schools, Broward County

**P E R K I N S**  
**& W I L L**



## Project Team

### **Mark L. Lutz (P&W)**

*Project Manager*

Mark Lutz has over sixteen years of professional experience dealing with architectural master planning & building design. Mr. Lutz is responsible for design presentation and construction documents, material & code research & field coordination. Mark is experienced in fast track projects. His involvement in projects listed below highlights Mr. Lutz's effectiveness in coordination and in completing projects of diverse requirements & complexity. His experience includes:

Village of Merrick Park, Office Building & 1200 Car Parking Garage, Coral Gables, FL  
Village of Merrick Park, Housing & Parking Garage, Coral Gables, FL  
H.C.A. Blake Hospital, Bradenton, FL  
Baptist Health Systems, Miami Cardio-Vascular Institute (MCVI), Miami, FL

Baptist Hospital Energy Plant Satellite, Miami, FL  
Mariner's Hospital Replacement Facility, Baptist Health Systems, Tavernier, FL  
Kaiser Permanente, Alpharetta Facility, Medical Office Building, Alpharetta, GA

### **Jose M. Bofill (P&W)**

*Project Architect*

Mr. Bofill has ten years experience in the field of architecture & interior design. He is experienced in managing both renovation and new construction of complex projects. His experience includes:

University of Miami Clinical Research Building and Parking Garage, Miami, FL  
Village of Merrick Park, Housing & Parking Garage, Coral Gables, FL  
Winter Haven Hotel, Miami Beach, FL  
University of South Florida, Research Facility, Tampa, FL  
Florida Atlantic University, Biomedical

Research and Medical Education Facility, Boca Raton, FL  
Performing Arts Academy, Performance Academy and Venue, Theatre/Classroom building, Miami Beach, FL  
Caribbean Technology Center, Technology, Exhibition, & Spec Office Facility, San Juan, PR

### **Pedro J. DuQuesne, PE (DDA)**

*Structural Engineer*

Mr. DuQuesne has had 30 years of practice as a Structural Engineer. He has designed numerous projects, including institutional, residential, hospitals, parking garages and commercial projects. Some of the recent projects Mr. DuQuesne has been involved with are as follows:

Dadeland Mall North Parking Garage  
Dadeland Mall NE Parking Garage  
Dadeland N. Parking Garage-Extension  
Collection & Parking Garage  
FIU Parking Garage - Phase I  
FIU Parking Garage - Phase II  
City Park Parking Garage  
Bill Usery Motors - Parking Garage

Miami Beach Police & Court Facilities Parking Garage  
Plaza of The Americas Parking Garage  
Meridian Executive Center Parking Garage  
Anchor Place Parking Garage  
Miami Beach Visitors Parking Garage  
Lindsey Hopkins Parking Garage  
South Miami Hospital Garage

### **Aida M. Albaisa, PE (DDA)**

*Structural Engineer*

Mrs. Albaisa's design experience involves projects whose structural system includes precast prestressed concrete, cast-in-place concrete and steel framing. Some of the recent projects Mrs. Albaisa has been in charge of are as follows:

Florida International University-Parking Structure  
Anchor Place Parking Garage  
South Miami Hospital-Add. Parking Garage  
Bayview Cadillac-Parking Garage  
City Park Parking Garage

Pembroke Pines Hospital-Six-Story Add.  
Boca Raton Community Hospital-Ambulatory Care Facility  
Cape Coral Hospital-Tower Expansion  
Miami Beach Visitors Parking Garage

### **Ernesto G. Wong, PE (DDA)**

*Structural Engineer*

Mr. Wong has had twenty years of practice as a Structural Engineer. He has designed and inspected numerous projects, including institutional, residential and commercial projects. Some of the recent projects Mr. Wong has been involved with are as follows:

Dadeland Mall NE Parking Garage  
City Park Parking Garage  
Florida International University-Parking Garage  
13th St. & Collins Ave.-Parking Complex  
Anchor Place Parking Garage

Cape Coral Hospital-Emergency Room  
Boca Raton Community Hospital-Ambulatory Care Facility  
Hollywood Memorial Hospital-Infill Building

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## Project Team

**Luis A. Olivares, PE (E&K)**  
*Civil Engineer*

Mr. Olivares is Vice President & Chief Civil Engineer with Edwards and Kelcey, responsible for the supervision & project management of civil engineering projects in the South Florida Regional Office. He has more than 20 years of experience as a Project Manager & Project Engineer in construction & engineering for major infrastructure projects in the civil/environmental field, for governmental agencies, municipalities, manufacturing companies & the gas/oil industry. His experience includes:

University of Miami Clinical Research  
Building and Parking Garage, Miami, FL  
City of Miami, Miscellaneous Civil Engineering Services, Miami, FL  
Calais Drive Streetscape, Miami Beach, FL  
Venetian Islands, Miami Beach, FL  
Port of Miami  
Miscellaneous Civil Engineering Services  
Master Plan Development Consultant  
FEMA-DORM Drainage Proj., Dade, FL  
Tenant Facilities Replacement Project,  
Opa Locka Airport, FL  
Miami International Airport, FL  
H-J Utility and Pavement Project  
Concourse H-J Storm Sewer & Related Works  
D-E-F-G-H Wrap

Miami International Airport, FL (Cont.)  
Federal Express Miami Hub  
Drainage Modeling of Proposed Runway  
(8-26) & Northside Redevelopment  
Northside Redevelopment Project Concept  
16B & Concept 21  
Runway 9L - 27R  
Concourses D, E and F  
Concourse "D" to Concourse "E"  
Satellite "E" Expansion  
Tamiami Airport, FL  
Hangar Buildings 222, 226-A, 228 & 229  
General Master Plan  
The Jet Center  
Wyatt Aviation & Roberts Air Buildings,  
Homestead General Aviation Airport, FL

**Phillip Boness, E.I. (E&K)**  
*Civil Engineer*

Mr. Boness has 7 years of experience in the management, design, planning and construction of residential, commercial and industrial type projects. His experience includes project management, site design, structural analysis, and site inspection. He has been a Project Manager for large-scale civil design projects and services during construction. He has been a Lead Designer and Project Manager for the development of thousands of wireless communications sites both nationally and internationally. He has been involved with projects ranging from the design of innovative antenna support structures to the analysis and reinforcement of historic buildings and monuments. He has worked as a construction manager to ensure the proper installation of communication infrastructure within a fast track schedule. He has been trained in satellite earth station configurations and has worked with fiber, microwave and mobile networks. He has a strong familiarity with a variety of state and international building codes. His experience includes:

University of Miami Clinical Research  
Building & Parking Garage, Miami, FL.  
South Terminal Expansion Program,  
Project B315A & B315B, MIA, FL.  
Sprint Telecommunications, OH.  
Omnipoint Comm. Inc., MA, RI, & NH.  
Nextel Communications, MA, & CT.  
Bell Atlantic Mobile, MA, and NJ.

Sprint PCS/Bechtel Telecommunications, Inc., MA, NH, RI, NY, & NJ.  
AT&T Digital Services, NY and NJ.  
Telfort/O2 BV, Netherlands.  
Nokia Italia SpA  
Tyco, The Netherlands to Germany.  
ATTWS, Puerto Rico.  
Reebok, Rotterdam, The Netherlands.

**Robert A. Soriano, P.E.**  
*Civil Engineer*

Mr. Soriano is a Civil Engineer with Edwards and Kelcey's Miami office, responsible for civil engineering projects in the South Florida Region. He has more than six years of experience as a Project Manager and Project Engineer in construction and engineering for major infrastructure projects in the civil/environmental field, for governmental agencies, and various municipalities.

University of Miami Clinical Research  
Building & Parking Garage, Miami, FL.  
Morningside Storm Sewer Evaluation Study  
Seawall at Bicentennial Park, Miami FL.  
Orange Bowl Pump Station Mech. Bar Screen  
Edison K-8 Charter School, Homestead, FL.  
Edison 117B Charter School, Miami, FL.  
National Pollutant Discharge Elimination System (NPDES), Port of Miami.  
NW 22<sup>nd</sup> Street Extension, Miami, FL.  
Yamato Road, West Palm Beach, FL.  
Donald Ross Road, West Palm Beach, FL.

Miami International Airport, FL  
Northside Utilities & Drainage Pkg I/II Pt. A/B  
Sanitary Sewer Rehabilitation  
Storm Sewer Siltation Removal  
North Fuel Tender  
S. Term. Expan. Concourse "J" Civil Design  
Concourse H-J Storm Sewer & Related Works  
Concourse H-J Utility & Pavement  
Kendall-Tamiami Exec. Airport Bldg 222  
Storm Drainage Improvements, Miami, FL.  
North Lake Road, West Palm Beach, FL.

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## Project Team

**Victor Avedano, PE (JALRW)**  
*MEP Principal*

Victor has a wide range of experience in the design of HVAC, Plumbing & Fire Protection Systems. He is in charge of All Engineering Activities in our Office, including major projects such as Miami Int'l Airport; The Diplomat Resort & Country Club; Teleconferencing Center of the Americas; Beckman Coulter & Boston Scientific Manufacturing Facilities; Doral Spa & Resort; Phased Replacement of Schools; Medical Facilities, Hotels, Shopping Centers & Parking Garages. Related Experience includes the Vista Center Government Office/Parking Garage Complex, with 758 Spaces on Five Levels; 703 Waterford Office Complex, with Four Levels of Parking; The Doral Concourse Office Building & Parking Garage; OPUS Center for Bell South, with a Four Story Parking Garage; Harbor Center with 105,314 Sq.Ft. of Parking Facilities; and Miami Int'l Airport Ventilation & Smoke Evacuation Projects. Victor has also designed Toll Plazas for the MW Highway Dept. & Maint. Fac. for the State of ME Highway Dept.

**Horacio A. Rodriguez, PE (JALRW)**  
*Mechanical Engineer*

Substantial experience in Heating, Ventilating & A/C, Plumbing & Fire Protection Systems for Medical, Residential, Commercial & Industrial Projects. Designs include all types of A/C & Ventilation Projects; Smoke Exhaust Systems; IAQ Inspections, Constant & Variable Volume Air Conditioning Systems; Industrial Ventilation; Life Cycle Cost Analysis; Plumbing, Drainage & Fire Protection Systems. Horacio's Parking Garage Exp. includes the Merrick Park Residential/Retail & Parking Complex; Memorial Hospital West Office/Parking Garage Complex-1,458 Parking Spaces; Duval Square Parking; Garage in Key West & the City of Miami Beach Municipal Parking Garage.

**Heiselt Escobar, EIT**  
*Fire Protection & Plumbing Engineer*

Heiselt has been our Plumbing & Fire Protection Engineer for four years, working on projects including the Hotel Hilton de Haiti; Pinecrest School; FIU School of Law; Hollywood & Margate Libraries; Memorial Hospital West Regional Office Parking Garage w/1,458 Parking Spaces; Merrick Park Plaza Office/Residential/Parking/Retail Complex; Harbor Center w/105,314 Sq.Ft. of Parking Facilities; & the West Regional Library Parking Garage; Vista Center Government Office & Parking Garage Complex.

**Parvin J. Johnson, Sr.**  
*Electrical Engineer*

Mr. Johnson is well respected in the Engineering & Construction Field for his many successful projects in FL, The Caribbean, & in other countries. He has a rare talent of uniting the Owner, Architect, Engineers & Contractors, thus facilitating construction in a timely & successful manner. His designs include Street & Landscape Lighting; Interior & Security Lighting; Power for Buildings, Sports Field Lighting; Safety to Life Design; Generation Plants, Sub-Stations, Site Electrical Primary & Secondary Power Distribution; Intrusion & Fire Detection Alarm Systems; Fiber Optic Tele-Communication & Data Systems; Networking Between Buildings. Recent Experience with Parking Garage Design includes the 1,458 Space Memorial Hospital West Office Building Garage; the 5,000 Space Dadeland Mall Parking Garages & their Expansion; a 105,314 Sq.Ft. Parking Garage @ Harbor Centre; Four Levels of Open Parking Garage at 703 Waterford Building; Merrick Park Residential/Retail/Parking Complex; Beach Place Hotel/Retail Tower w/Parking Garage; Royal Palm Office Building & Parking Garage w/Retail Wrap; & the Vinoy Historic Hotel Renovation & Parking Garage Addition.

**William A. Abarca, PE**  
*Electrical Engineer*

Mr. Abarca has a great deal of experienced in the Design of Electrical Systems for Commercial, Industrial & Residential Projects. His designs including Power & Communication Systems, Roadway Lighting, Telecommunications, Ball Field Lighting & Amphitheaters, provided with the latest in Dimming & Lighting Systems; Interior & Exterior Lighting; Motors & Controllers; T.V., Telephone, Fire Alarm & Security Systems; Emergency Power & Uninterrupted Power Sources; William's recent Parking Garage experience includes the Vista Government Complex in Palm Beach, with 758 Spaces on Five Levels, to supplement ground parking areas; & the West Regional Library Parking Facility.

**Jorge Luis Fleitas, PE**  
*Electrical Engineer*

Mr. Fleitas has extensive experience in the design & calculations of Electrical Systems, including Commercial Applications for Office Buildings, Hotel/Resorts, Shopping Facilities, Schools & Parking Garages. His experience also includes Roadway Lighting, Fire Alarm & Data/Communication Systems, Specifications of Conduit Systems & Devices to facilitate installation of a Complete Structured Cable System for Audio & Video Data Distribution, Collection & Storage Systems, w/Fiber Optic Loop for Data Transmission, UPS & Generator Backup Power, Contract Administration & Field Inspections. Jorge's recent Parking Garage exp. includes: Vista Government Office & Parking Complex; Broward W. Reg. Library & Parking Complex & FL Turnpike Lighting Design.

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## Project Team

**David S. Plummer, PE (DPA)**  
*Traffic Consultant*

Mr. Plummer founded David Plummer & Associates in 1978. The firm provides a wide variety of engineering services with emphasis on traffic & roadway design. His engineering career spans more than 35 years & includes some of the most significant projects in FL. Formerly, Mr. Plummer was the Assistant Director of Engineering at the Traffic Institute at Northwestern University. While in that position he developed & published materials related to capital improvements for transit, guidelines for driveway design, intersection capacity analysis, & traffic accident reconstruction. He has lectured in many of these subjects at the following Universities: North Carolina State Univ., Northwestern Univ., Univ. of Hawaii, College of Engineering/San Juan, Univ. of Alaska, Univ. of Miami, Florida Int'l Univ. Mr. Plummer's public engineering experience involves local, county, & state jurisdictions where he pioneered studies of street protection systems to reduce crime & traffic. He was affiliated with the Criminal Justice Institute in South FL & promotes close cooperation between law enforcement & traffic engineering. Mr. Plummer has been involved in some of the most complicated & exciting projects undertaken in South FL. This involvement was both technical & management. Several of the most significant projects are: Villages of Merrick Park, Coral Gables/Merrick Circle Parking Facilities, Dade Cty Rapid Rail System, Metro-Dade County Zoological Park, Miami Seaquarium, Truman Annex & American Airlines Arena. Other significant projects: Brickell Avenue Area Transportation Study, Miami Int'l Airport (Automated People Mover), Cocowalk, Southwest FL Int'l Airport (Terminal Design), Marco Island Transportation Strategy, Downtown Miami Development of Regional Impacts, Health Park of FL, Doctors Hospital of South Miami, Beacon TradePort, Coral Gables Street Calming Plans, Falls Regional Center, One Miami Center, Health Park of FL, Sweetwater Ranch Regional Center, Coral Springs DRI, FL Marlins Site Evaluations, Village of Merrick Park DRI, Sunrise Land DRI, Kendall Town Center DRI, Brevard Crossings DRI. In addition to Northwestern Univ., previous employment included CA Department of Transportation and the IL Department of Transportation. He was a graduate of the training programs of both public organizations. This training included planning, traffic engineering, design, material testing, & construction. Mr. Plummer is involved in professional committee service. He was a member of the Coral Gables Planning & Zoning Board, Dade County Impact Fee Committee, & a member of the NW Dade/SW Broward Planning Committee. In FL he has been involved in the FL Supreme Court Transportation Training, the Criminal Justice Institute, & committee's of the FL Dept. of Community Affairs. The committee service with the Institute of Transportation Engineer's is: Driveway Design Standards, Trip Generation Manual (3rd, 4th, 5th Edition), Parking Generation (2nd Edition) & Neo-Traditional Neighborhood Design Standards.

**Timothy J. Plummer, PE (DPA)**  
*Traffic Consultant*

Mr. Plummer is responsible for the overall transportation planning, traffic engineering, & civil design for the company. These responsibilities include: project management & strategies, technical analysis, & quality control/quality assurance. He has over 12 years of transportation/civil experience including two years with the FDOT's District 6 office. Mr. Plummer's general experience includes tasks related to traffic operations & safety, transportation engineering, transportation planning, traffic engineering, access management, site design, traffic calming, parking analyses & geometric design. His transportation engineering experience includes traffic impact analyses, transit studies, access management, parking studies, & safety studies. Mr. Plummer's design experience includes roadway design, site design, & signal design. His experience also includes signal timing (using TRANSYT-7F) & capacity analysis (Highway Capacity Software), as well as the interconnection of multiple traffic signal controllers. Mr. Plummer has worked on various projects from planning through design. Several of the significant projects are: HEFT/NW 12 Street Turnpike Interchange Justification Report (TIJR), Metro Area Connection (MAC) Light Rail System, I-95 Downtown Distributor Ramps PD&E Study. Other significant projects: FDOT District 4 General Planning Consultant; FDOT District 6 Traffic Operations and Safety Studies, General Planning Consultant, Expert Witness; FDOT Turnpike District SW 112 Avenue PD&E Study, SR 826/NW 36 St. Interchange Final Design, HEFT/NW 12 Street SEIR, SR 836/NW 87 Ave. Interchange Modification Report (IMR), Downtown Miami Transportation MP, US 1 (SR 5) ADA Study, Ft. Lauderdale-Hollywood Int'l Airport Terminal Loop Road Assessment, Miami Int'l Airport Trip Generation Study, Miami-Dade County Integrated Transportation Management System (ITMS), Miami-Dade County Congestion Management System, Brickell Key Traffic Calming Study, City of Boca Raton Downtown Parking Study, American Airlines Arena Traffic Management & Parking Study, Village of Merrick Park DRI, Sunrise Land DRI, Kendall Town Center DRI, Brevard Crossings DRI

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## Work Plan

A clear description of how the A/E firm will complete the scope of services and the format to be used for communication and presentation. This should include but not be limited to:

**a. Description of base information needed and provided for the completion of the project.**

Base Information Needed Includes:

- Updated Site Survey
- Soil Tests
- Utility Survey
- Plans of Existing City Hall & Convention Center
- Existing or Recent Traffic Study
- Proposed Civic Center Master Plan Plans
- Assessment of Parking Needs
- Established Budget and Schedule
- Proposed Parking Lot P Expansion Plans
- List of Key Staff Contacts from the City of Miami Beach

**b. A description of the specific approach to the project, and the strategy in establishing priorities, managing conflicting opinions and obtaining consensus.**

### The Workplan

A key component of our schedule management is the Workplan for each design phase of the project. In the Workplanning sessions, the key outcome is that all participants clearly understand where their work / decisions fit within the overall schedule and how it impacts / is impacted by the other activities identified.

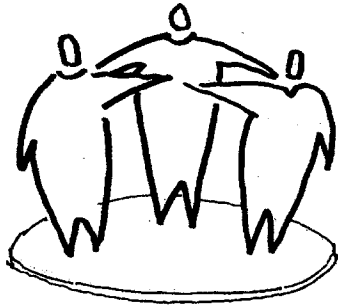
The Workplan is developed at the beginning of each phase, with all project team members as participants: Owner, architect, engineers, key consultants, contractor, and agencies (where appropriate). All activities, deliverables and key decisions are defined; delivery dates are established relative to all other activities to define critical path items; and milestones are established. Negotiations between participants is key to successful resolution of schedule conflicts. The resultant Workplan is a week-by-week documentation of all activities on the project identified by participant or discipline. Dates for key decisions are clearly understood by all. Accountability is defined.

A detailed workplan will be developed which identifies the steps we will follow for developing solutions for the new project. The major components of our workplan will address the following:

- Programming
- Site Analysis
- Schematic Design
- Design Development
- Bidding and Negotiation
- Construction Administration
- Project Closeout
- Project Follow-Up



## Work Plan



### Resolving Conflict

Our team takes a preventative approach to avoid conflict both with clients and with subconsultants. The time spent planning together sets the tone for a community of ideas and wide ownership of outcomes. It is imperative that our team understands your structure and culture prior to project launch.

Establishing clear lines of accountability and the preferred means of communication is key. In addition, identification of the project's decision-making structure is necessary. Roles and responsibilities are clear from the beginning. A "decision milestone" calendar is distributed so all team members understand what is expected and where their piece fits into the whole. Schedule expectations are clearly defined so there aren't surprises later. This said, we realize that no matter how well a project is managed, conflict is inevitable. This is natural.

A project's success depends on sound and timely decision making. We request that the client determine a final decision maker to make decisions if committees are not able to come to closure on project issues. Your Project Manager will bring such issues to the surface and communicate constantly with your final decision maker.



## Willingness to Meet Time & Budget

The Coral Gables office of Perkins & Will is proud of its record of success in meeting project schedules. We understand the importance to the Owner of opening the facility on-time and we are cognizant of the “domino effect” that one missed deadline can have on the overall schedule for project completion and Owner occupancy.

At the beginning of a project, a prospective schedule is outline and reviewed by the Owner. Alternative delivery methods, which provide opportunities to streamline construction and design time, are discussed. We closely manage our consultants for adherence to schedules and meet regularly with the design team to assure all disciplines are on track. An “action list” is created by our project manager and updated by the team. This list assists the team in tracking critical outstanding decisions and information.

The firm also insures we are on-time simply through appropriate critical path decision making and appropriate staff resource allocation. It has been our experience that schedules slip where critical decisions are not made at early critical path development and/or where inexperienced architects do not have the direction and resource to produce deliverables on time. We will meet project deadlines, and we will hold you accountable to support with decisions at critical junctures.

A successful project is a building that completely meets the functional needs of its users, is within the owner’s budget and is completed within the time period required by the owner.

Our scheduling process consists of two components: schedule establishment and schedule control. Establishment of a schedule requires the cooperative involvement of the design professional and the owner. Because each facility belongs to the owner and the building users, our programming and design process places the owner at the center of the design team. The owner’s needs for a desired occupancy date must be weighed against budgetary limitations, potential risks, and the owner’s decision-making process.

At the commencement of the project, a master bar-line schedule is established by the architect and the owner. This schedule establishes milestone dates through the life of the project, from programming through building occupancy. Tasks, task schedules, task responsibilities and the end product (deliverables) are indicated on the master schedule. For each subsequent phase, a detailed work plan is developed which addresses specific tasks in greater detail and allocates specific resources to accomplish those tasks.

In many cases, a simple bar chart tied to key milestones is more effective in the design phase of a project, because the design process is often non-linear, ever-changing and unpredictable, and design schedules must be simple, flexible and easily updated. More sophisticated scheduling techniques can be utilized for construction, particularly in coordinating multiple site programs. Construction is more linear and predictable than design, but at the same time more complex and in greater need of precision to coordinate trades, procurement and delivery of materials, and allocation of cash.



## Willingness to Meet Time & Budget

To manage the established project schedule, the Project Manager, who assumes prime responsibility, relies on a variety of tools and techniques which include:

- Update of the detailed schedule within the fixed master schedule at the commencement of each phase to reflect the changing project design/construction needs.
- Weekly project team meetings to review progress and performance, to allocate resources to solve problems, and to communicate the client's directives.
- Bi-weekly review of data from the Perkins & Will computerized management system.
- Bi-weekly update of the project's manpower needs from the firm.
- Scheduled quality-control reviews of the documents in each phase to assure that documentation is complete and that delays will not occur due to change orders during construction.



## Location

Perkins & Will office is in 999 Ponce de Leon, Coral Gables, approximately 15 minutes drive away from the Project Location. We pride ourselves in our availability and our diligence in resolving project design and construction issues in a timely an efficient manner.





## Workload and Volume of Work

### Team Availability

Perkins & Will has put together a team of architects rich in municipal project experience to respond to the proposed Needs Assessment for the New Municipal Parking Facility outlined in your request. The team is committed to devoting its time to accomplish the project. Furthering Perkins & Will's municipal experience is a top priority which the firm's management and staff has committed to. Therefore, your projects are assured to get the firm's best efforts.

Our current workload is steady. The team chosen for this project currently has several projects in design and in construction documents. These projects have varying sizes and scopes and are evenly distributed among the team members. The team chosen for this project will be available to manage your project.

The success of your project is additionally supported by strong firm resources. These include over 100 employees and partnerships with premier engineering consultants. Perkins & Will also has the resource of an in-house construction manager, which benefits your project through constructability and pricing resources.

### Volume of Work

Workload With the City of Miami Beach - Perkins & Will is currently not contracted to do any work for the City of Miami Beach.



## Registrations

**State of Florida**  
Department of State


I certify from the records of this office that PERKINS & WILL ARCHITECTS INC. is a corporation organized under the laws of Connecticut, authorized to transact business in the State of Florida, qualified on December 29, 1972.


The document number of this corporation is 829284.

I further certify that said corporation has paid all fees due this office through December 31, 2002, that its most recent annual report/uniform business report was filed on February 11, 2002, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-eighth day of August, 2002

  
Jim Smith  
Secretary of State

  
CR26022 (7-02)

## Perkins & Will - Architecture

AC#0719070

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ARCHITECTURE & INTERIOR DESIGN SEQ#802120900672

DATE	REGISTRATION NUMBER	LICENSEE NAME
12/03/2002	200232290	AAC000180

The ARCHITECT CORPORATION  
Named below IS CERTIFIED  
Under the provisions of Chapter 481, F.S.  
Expiration date: FEB 28, 2005

PERKINS & WILL ARCHITECTS INC  
999 Ponce de Leon Blvd.  
SUITE 915  
CORAL GABLES FL 33134

JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KIM BINKLEY-SHYER  
SECRETARY

## Donnell, DuQuesne & Albaisa, PA - Structural Engineer

# State of Florida

## Board of Professional Engineers

*Attests that*  
Donnell, DuQuesne & Albaisa, P.A.

*Is authorized under the provisions of Section 371.025, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 376, Florida Statutes.*

AUDIT NO.: 0305- 101756

CERTIFICATE OF AUTHORIZATION NUMBER: 00001306

EXPIRATION: FEB 28, 2005

DISPLAY AS REQUIRED BY LAW

**P E R K I N S  
& W I L L**



## Insurance Certificate

MARSH		CERTIFICATE OF INSURANCE		CERTIFICATE NUMBER CHI-000914501-08	
PRODUCER MARSH USA INC. 500 W. MONROE CHICAGO, IL 60661 Attn: HAZEL WEAVER 312-627-6914		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
J43790-PROF.-LIAB.-2003/4		COMPANIES AFFORDING COVERAGE			
INSURED PERKINS & WILL, INC. 330 NORTH WABASH, SUITE 3600 CHICAGO IL 60611-3608		COMPANY A THE LEXINGTON INSURANCE COMPANY			
		COMPANY B			
		COMPANY C			
		COMPANY D			
COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 3 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COM/PO/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	Architects & Engineers Professional Liability [X] Claims Made [ ] Occur	4585344	07/02/03	07/02/04	Limit of Liability Per Claim 3,000,000 Annual Aggregate 6,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
CERTIFICATE HOLDER  SAMPLE CERTIFICATE			CANCELLATION SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE. MARSH USA INC. By: David S. Nikolai MM1(3/02) VALID AS OF: 07/22/03		

PERKINS  
& WILL



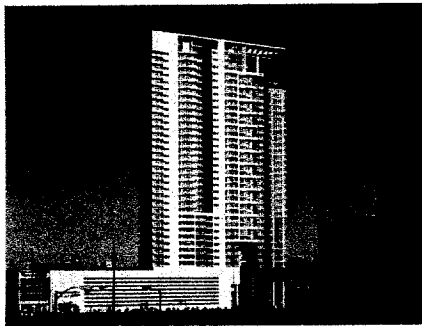
## Price Proposal

Not Applicable



## Skybridge Condominium Tower

Chicago, Illinois



A new high-rise tower in the "Greektown" area of downtown Chicago is based on the concept of a vertical urban village.

The project consists of two major building components – a 39-story tower containing 237 condominium residential units and a 5-story **base component containing retail and commercial space and parking for 582 cars.**

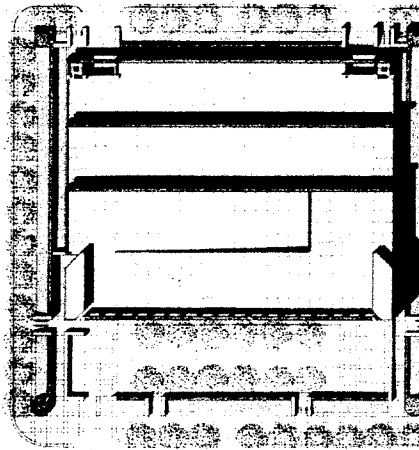
The composition of the building, with its relationship between mass and void together with the contrast of opacity and transparency, work to produce this village-like quality. The building contains large transparent openings which form over-scaled urban windows.

The vertical and horizontal organization of the building is conceived as a system which can be altered to allow for future design changes which might be necessitated by changing market conditions. The building scheme can be altered in height, width, or numbers of units without losing the integrity of the design.



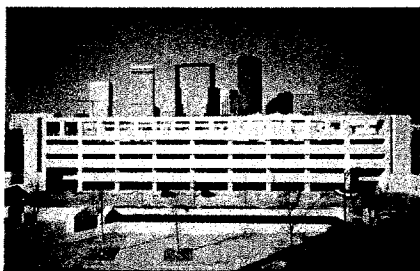
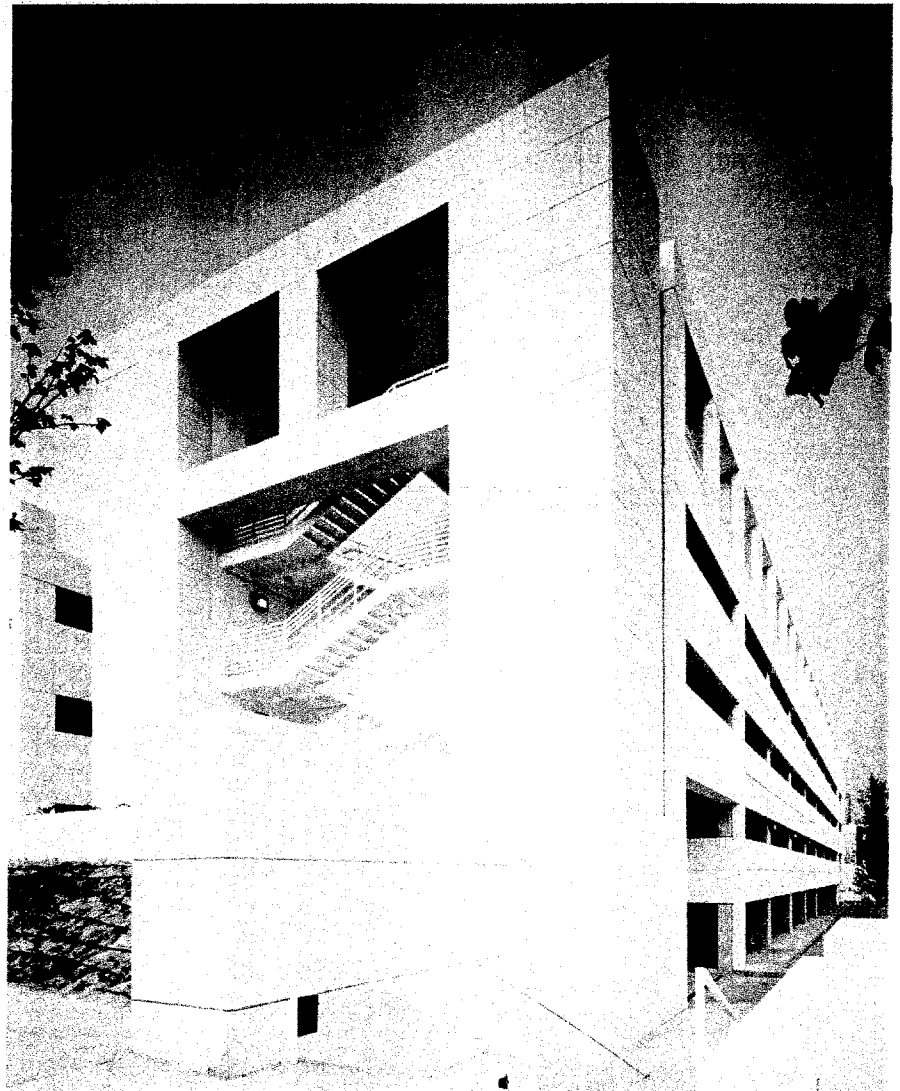
## Charlotte Mecklenburg Government Center Parking Structure

Charlotte, North Carolina



*"Parking decks are hard to love . . . the Charlotte Mecklenburg Government Center parking deck . . . may change that. It is a handsome parking deck, a beautiful parking deck. It sets a new standard for what decks can be. (Phil) Shive and his colleagues . . . worked to reduce the impact of what is inherently a massive building. The deck is a sculptural presence, and with its white metal railings give the impression of a great ship . . . 'I think a parking deck is a major civic structure' said Shive. He's right."*

Richard A. Maschal  
Architectural Critic  
The Charlotte Observer



**P E R K I N S  
& W I L L**

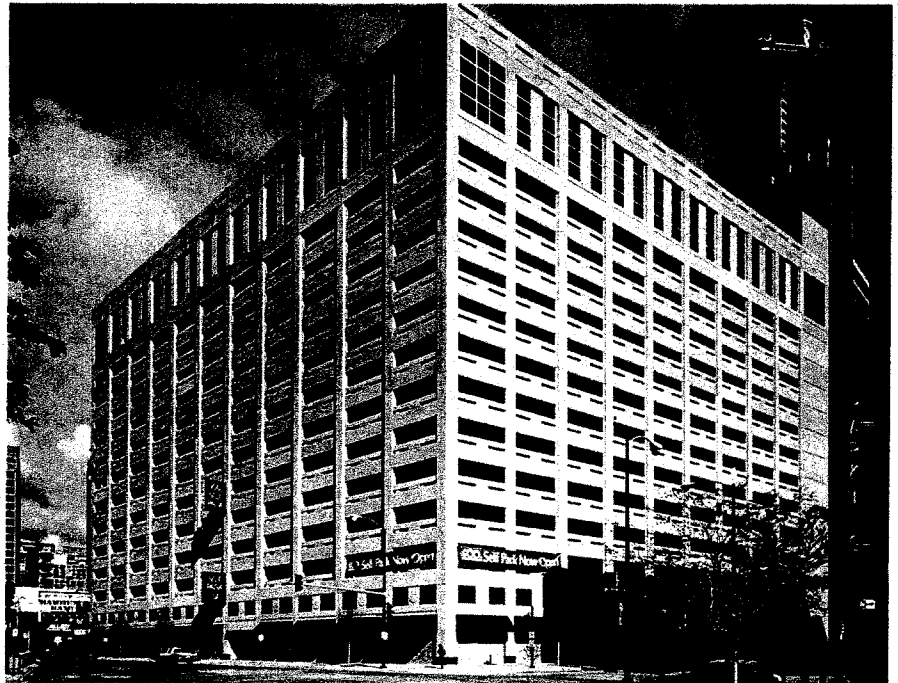
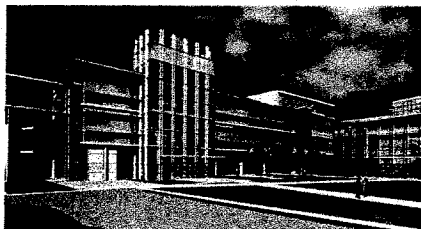
This parking structure was designed to be an integral part of the adjacent Government Center Complex under the direction of Philip A. Shive while he was Director of Design at J. N. Pease Associates. One level of parking was buried by striking a plane level with the government center plaza, using a strongly articulated planter/ berm punctuated with entrances. From this strong ground relationship rise four levels in a stepped configuration. This project has been the recipient of numerous design awards and noted for its creative use of pre-cast concrete.





## Rush/Walton Annex Parking Garage

Chicago, Illinois



The Rush/Walton Annex Parking Garage, as part of the Klaus Advanced Computer Building project, is a **255,000 GSF structured parking providing for 540 spaces.**

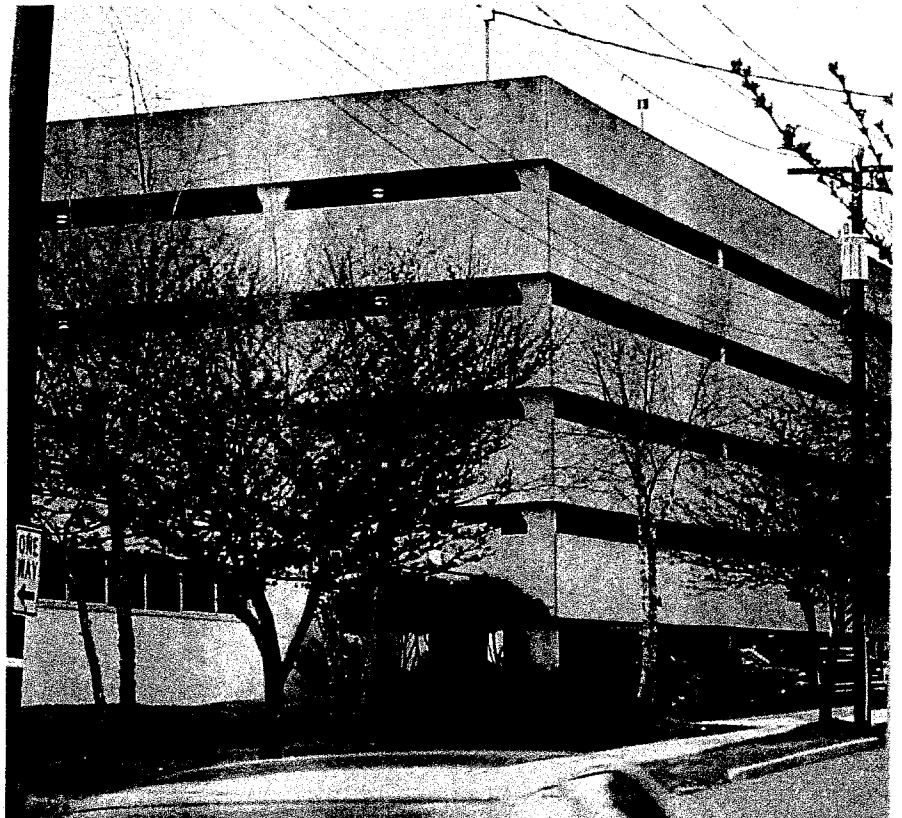
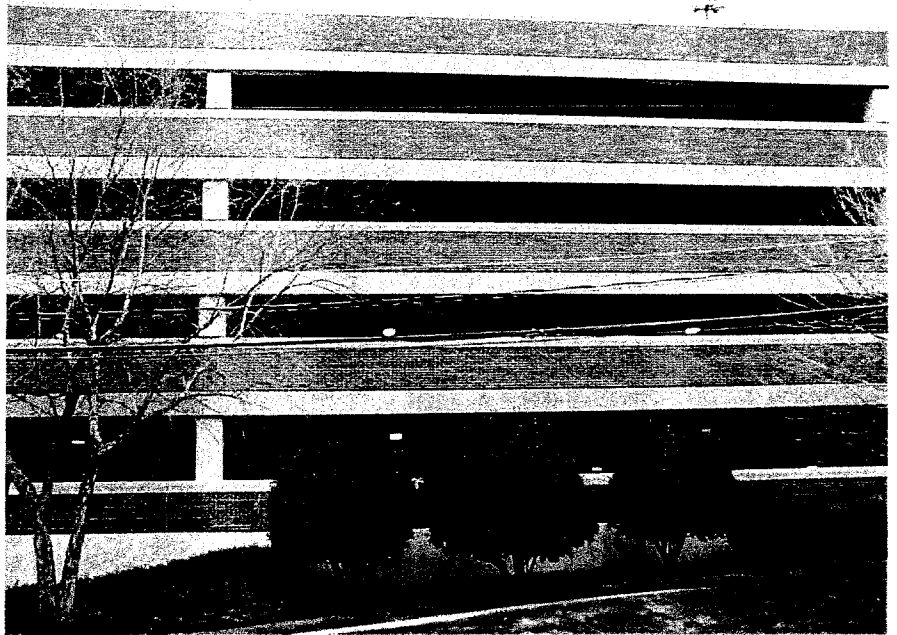
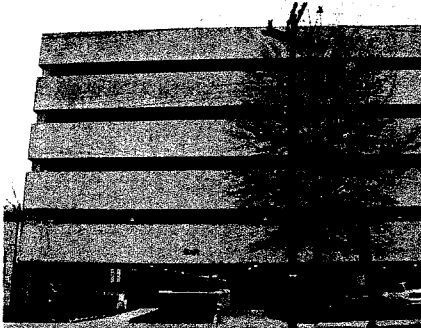
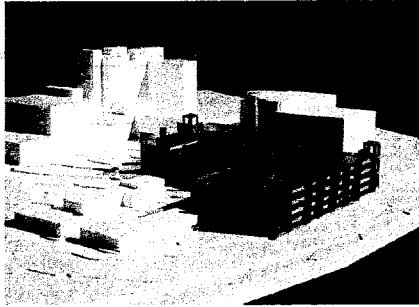
The new Klaus Advanced Computing Building (KACB) is to be an interdisciplinary computing technology building that will accommodate the College of Computing and the School of Electrical and Computer Engineering. The building will consist of approximately 210,000 GSF incorporating sustainability and life cycle cost through energy efficiency and reduced operating costs. The chosen site for the KACB will establish it as the cornerstone of the Computer Science and Engineering Complex and create a linkage to the new Bio-Environmental-Molecular-Medical and Science Complex. Most significant about the site is its high visibility when viewed looking west down 5th Street. The KACB will be the terminus and visually frame the new campus entrance from Technology Square.

Specific functions to be housed include classrooms, research computer laboratories, A/V technology support, interactive learning areas, informal gathering spaces, auditorium/lecture hall, faculty and administrative offices and support areas. Special features will include a high bandwidth fiber LAN connectivity providing access to a wired/wireless network, massive, high-speed direct Internet connection, computer connections at each classroom/conference room seat, offices, general meeting areas, specialized labs and team study/project areas.



## Lexington Medical Center Parking Deck

West Columbia, South Carolina



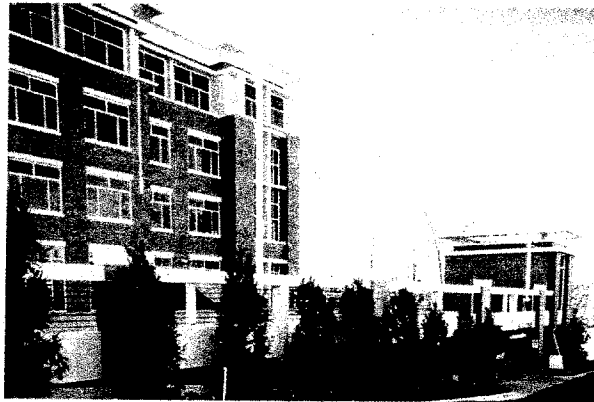
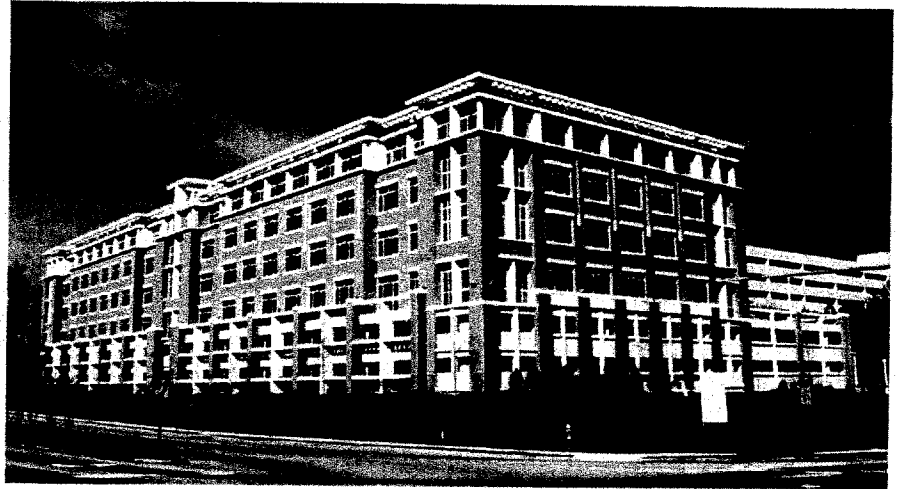
This 760-car parking deck is connected directly to a Medical Office Building via pedestrian bridge. Because of the Deck's prominence, finish materials were selected to complement the existing palette of the Medical Center.

**P E R K I N S  
& W I L L**



## Meridian Mark Plaza

Atlanta, Georgia



A pivotal site for medical office space, adjacent to Scottish Rite Hospital, Northside Hospital and Saint Joseph's Hospital, Meridian Mark Plaza is ideally located to serve Atlanta's affluent northside suburbs. The building was designed to meet the needs of large multi-specialty private practices as well as hospital managed outpatient clinics.

The compact design of office building over parking structure allows for ease of access for staff and visitors while taking maximum advantage of the limited site acreage. The 167,000 square foot office program was designed over a four story configuration (95% efficiency) which allows for a greater ratio of usable space than in a typical 20,000 square foot per floor configuration. The structural system was designed to ensure open usable space free of columns.

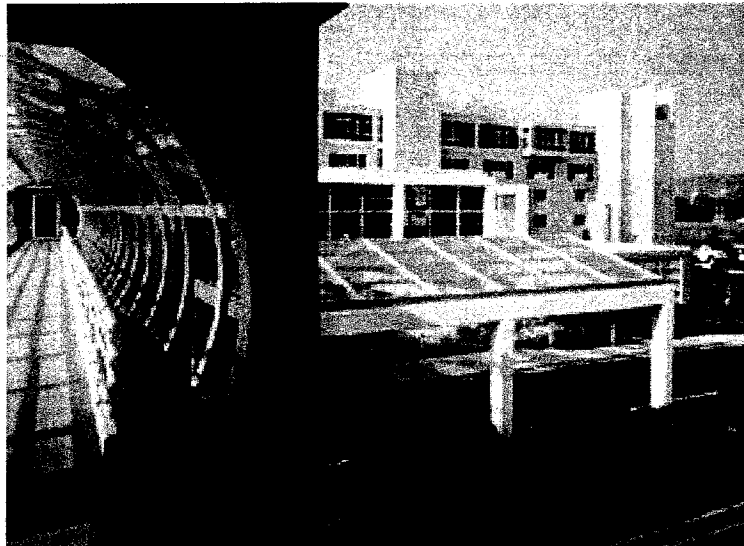
The building's typologically conservative exterior designed in brick, cast stone, and glass is reminiscent of the architecture of the early modern movement. While responding to tradition with elements such as cornices, lintels, and individual punched windows, the design is also forward-looking in its use of streamlined detailing, pre-manufactured building systems and architectural expression.

**P E R K I N S  
& W I L L**



## Floyd Medical Center and Parking Deck

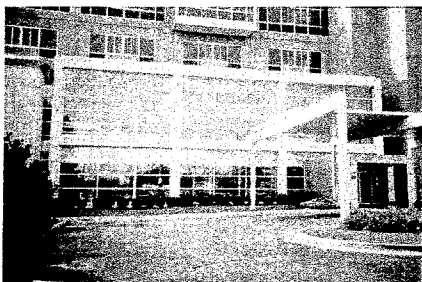
Rome, Georgia



The firm's relationship with Floyd Medical Center, a regional provider in Northwest Georgia, began in 1978. We provided master facility planning services in 1981 and today we are assisting the hospital with implementation of the final phase of that plan with our architectural and interior design. The initial expansion included a three-story addition for surgery, ICU, and dietary. Subsequent modifications included a \$16 million expansion and renovation that included a two-floor addition to accommodate nursing units for coronary care, psychiatric patients, and the redesign of circulation systems. Additional alterations included a 16,000 square foot emergency room renovation and expansion, and an outpatient surgery addition.

### Facilities Include:

- New lobby and admissions addition
- **300-car parking deck and pedestrian bridge**
- Surgery, dietary, and critical care addition
- Two-story vertical inpatient addition and outpatient surgery addition
- Laboratory space
- Emergency room renovation
- Freestanding industrial medicine clinic/medical office building
- Windwood psychiatric hospital
- Labor & Delivery Floor

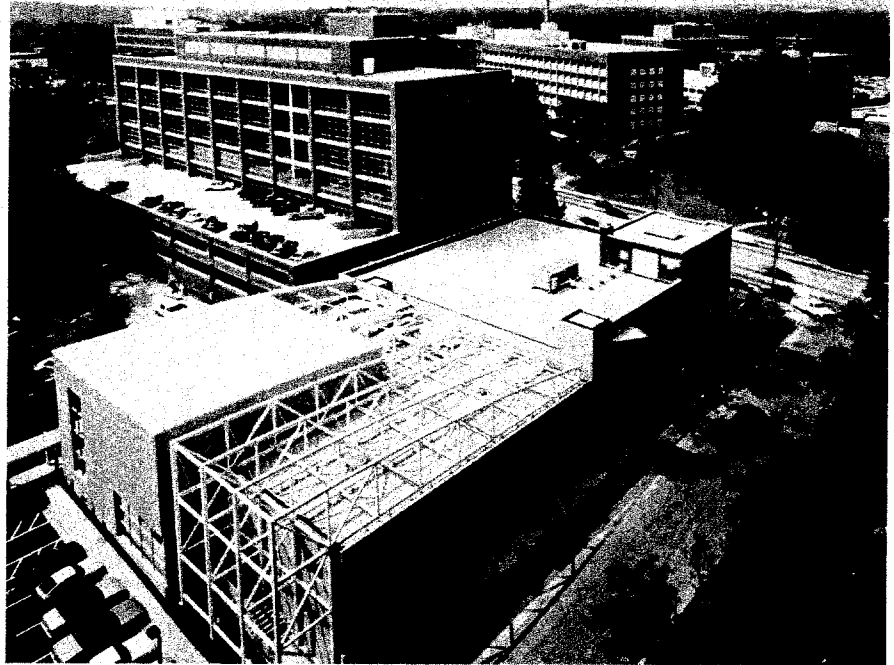
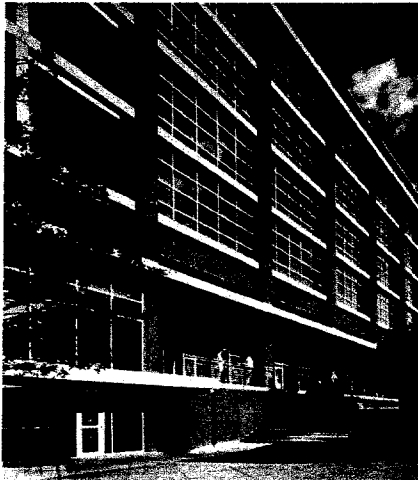


**P E R K I N S  
& W I L L**



## Piedmont 2001 Building & Parking Garage

Atlanta, Georgia

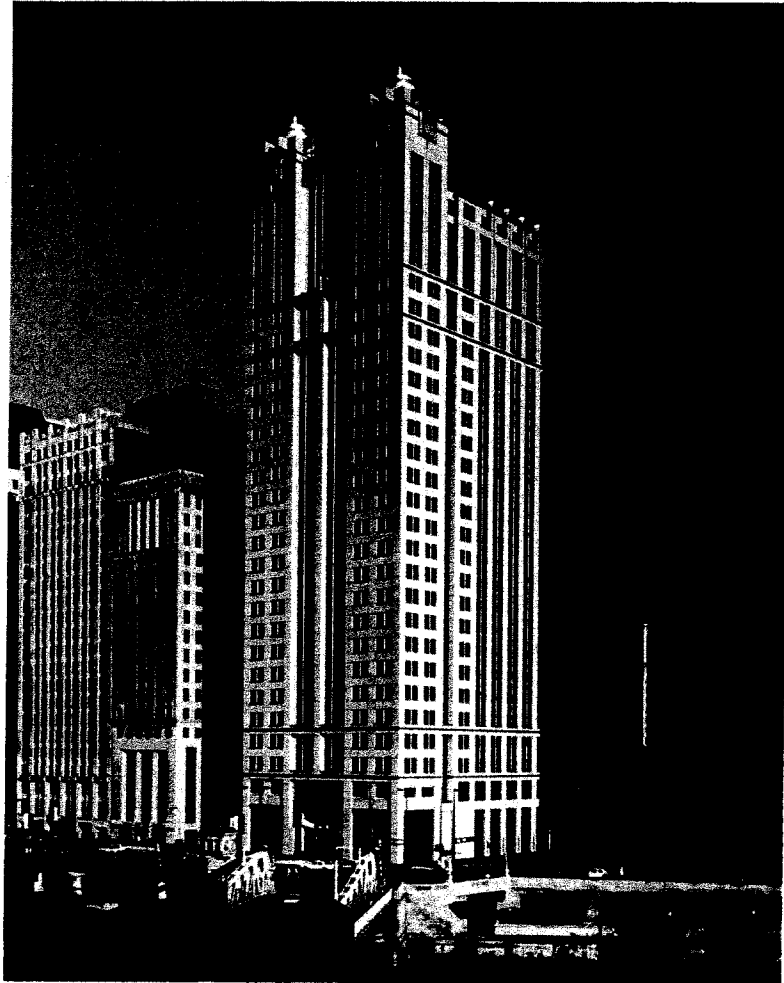


The building provides underground parking for 260 cars and a tunnel connection to the main hospital beneath Peachtree Street. The atrium lobby provides a place of orientation and "grand" entry from both parking deck and street entrances. Outpatients enter the professional office building on the second floor from the adjacent parking deck. An elevator lobby provides access to physician's offices on the upper four floors. Also located on the second floor, along the street side facade, is a retail arcade featuring products that may be appealing to outpatients and nearby office workers. Arthritis, rehabilitation, and therapy programs are housed on the second floor of the existing portion of the rehab/fitness center. This feature allows medical patients to proceed directly to therapy appointments from the medical office building's elevator lobby.



## 225 West Wacker Drive

Chicago, Illinois



Projecting a quiet and dignified image befitting its corporate and law firm tenants, the 31-story 225 West Wacker Drive building features 725,000 square feet of flexible, high-quality office space and the convenience of an **enclosed 235-car garage**.

The building's architectural elegance, reminiscent of Chicago's early 1900's skyscraper architecture, blends a granite-and-marble facade with an aluminum-and-insulated-glass curtainwall. Its richly detailed lobby, designed as a "great hall," features a vaulted ceiling, custom pendant lights, and inlaid marble floors and walls.

Planned for the computerized office, 225 West Wacker offers large and small tenants the ability to accommodate complex cabling networks for office-communications systems.

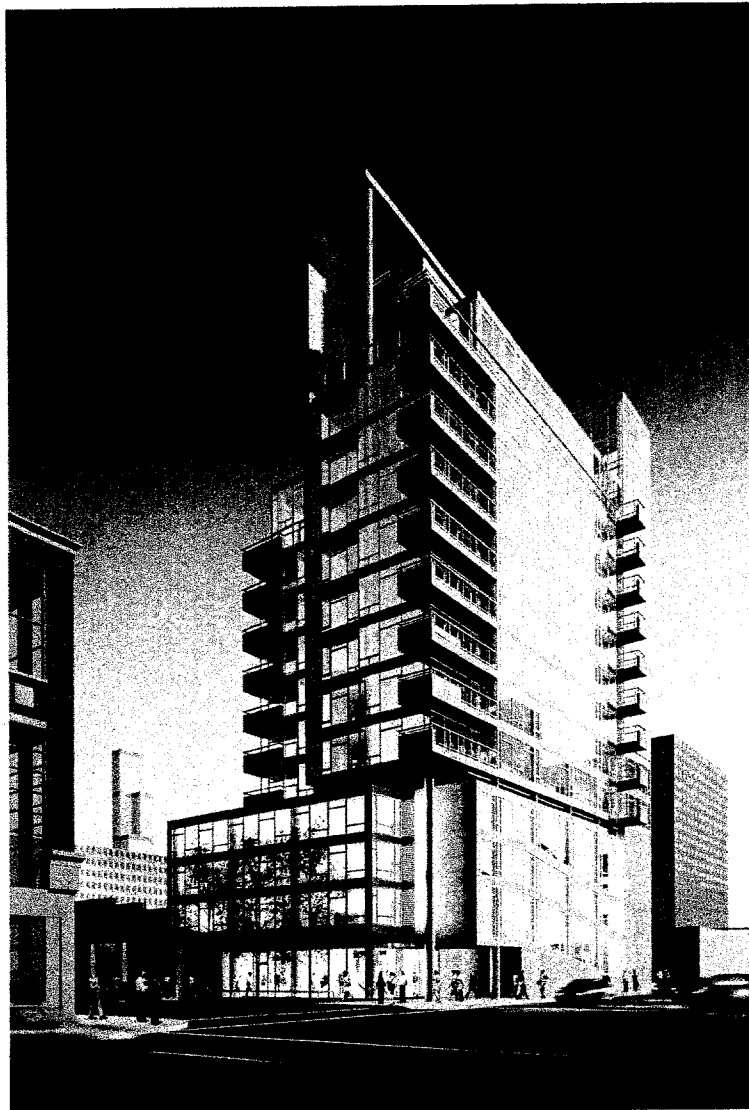
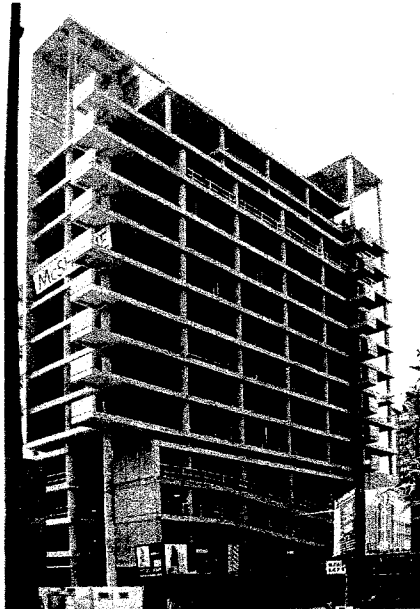
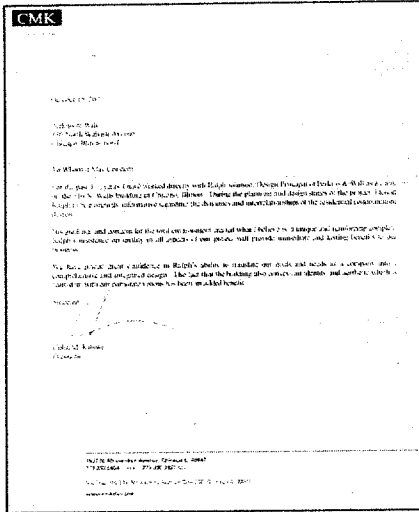
The building, designed in association with Kohn Pedersen Fox Associates, incorporates a reinforced concrete structure; heavy floor-loading capacities; nine-foot ceilings; and multiple, decentralized cable-riser shafts.

On the top floor, beneath the barrel-vaulted roof and within the base of the four corner spires, is executive office space with the commanding views of the Chicago River and the Loop.

**P E R K I N S  
& W I L L**



# 516 North Wells Office/Retail and Parking Garage Chicago, Illinois



This 50-unit condominium building is located on a corner lot in the downtown Chicago River North area. The building consists of a four-story retail and parking base located below an eleven-story residential tower. The restrictions of the tight site require the base to fill the entire lot, minus the articulation defining the main building entry. This entry is carved out at the street corner providing a public space. A 45-foot column supporting the tower above further defines this space and the building entry.

To bring the base to a pedestrian scale, the structure of the parking garage is exposed with floor-to-ceiling glass in-between, much like the tower above. On the north side, the dynamic expression of the sloped ramps leading to the upper parking levels adds relief and movement to the otherwise rectilinear structure.

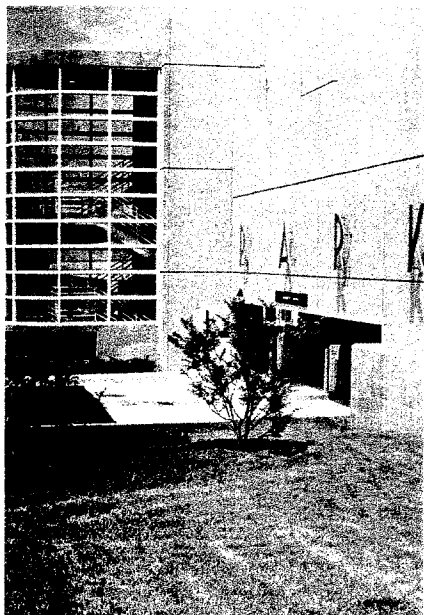
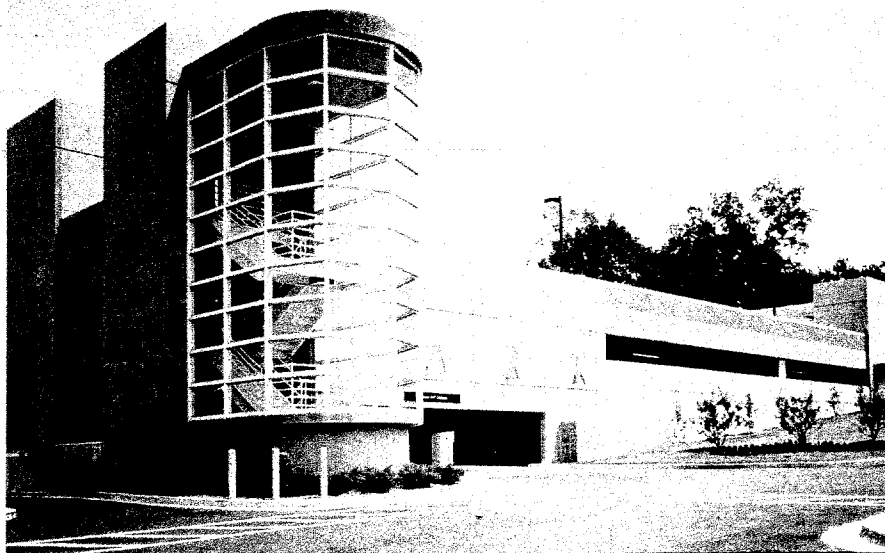
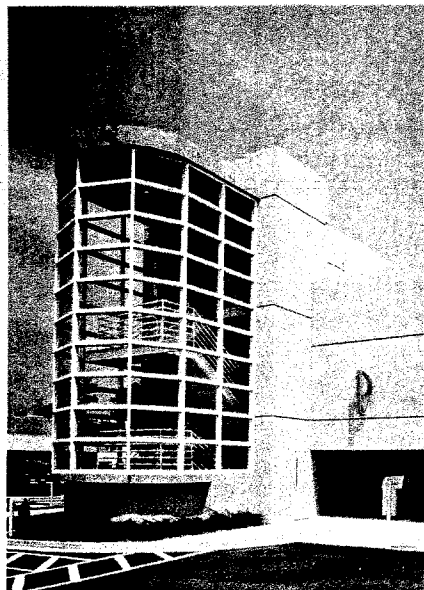
A narrow slot separates the base and tower, allowing the necessary transfers of the building systems as the floor programs change from residential to parking. This detail also provides an aesthetic dialogue between the two elements.

**P E R K I N S  
& W I L L**

**Saint Joseph's Hospital  
Parking Garage**  
*Atlanta, Georgia*



City of Miami Beach  
Multipurpose Municipal  
Parking Facility  
RFQ No. 69-02/03



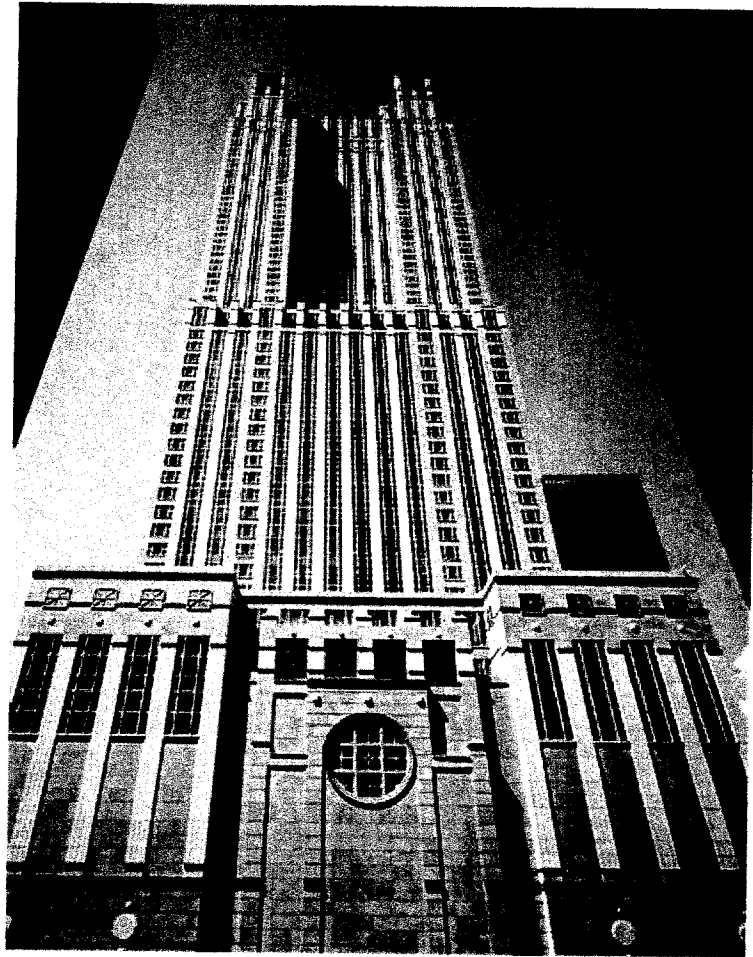
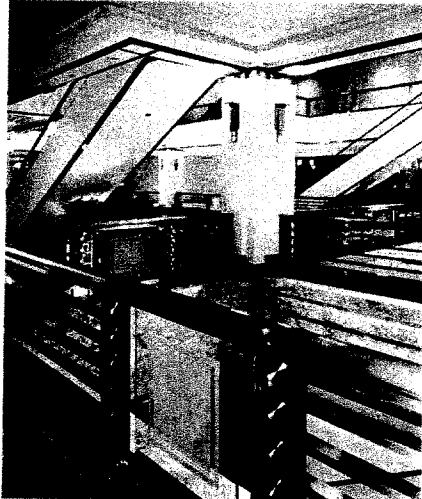
Perkins & Will has provided architectural and interior design services on 170 projects at Saint Joseph's Hospital since 1983. The total value of these projects is \$55 million. Some of the more significant projects are as follows:

- Stella Maris Outpatient Center
- South Patient Tower Addition
- Northeast Parking Garage
- Master Plan Update
- Comprehensive Cancer Center
- Center for Specialty Medicine
- Emergency Department Addition
- Multiple Departmental Renovations/Expansions

Currently in design is a 3-6 story medical office addition to be built on the existing Stella Maris Outpatient Center

**P E R K I N S  
& W I L L**

**900 North Michigan Avenue**  
**Mixed-Use Development & Parking Garage**  
*Chicago, Illinois*



900 North Michigan Avenue, a 66-story mixed-use development, is located on an entire city block of Chicago's famous Magnificent Mile. Its presence reflects the distinguished classical design elements that are so much a part of Chicago's architectural heritage.

The first six levels include Bloomingdale's department store, restaurants, and more than 100 exclusive shops and boutiques surrounding a spectacular atrium. Above the retail space is the Four Seasons Hotel with 346 guestrooms or suites, 16 residential apartment suites, and public-function facilities. Twenty floors of rentable office space separate the hotel lobby from the 17 guestroom floors. Luxury condominium residences comprise floors 48 through 66, offering owners a glamorous living environment and exceptional views of the city and Lake Michigan.

A below-grade entertainment concourse features two 363-seat cinemas and a sophisticated bar and grill. Loading docks and valet parking for 260 cars are located on two lower levels. An adjacent **1,450-car garage** for self-parking is one of the largest parking facilities in Chicago.

Designed in association with Kohn Pedersen Fox Associates, 900 North Michigan Avenue is an exciting asset to Chicago's most prestigious shopping, residential, office, and hotel district.

**P E R K I N S**  
**& W I L L**

**The Clare at Water Tower**  
**Franciscan Sisters of Chicago**  
*Chicago, Illinois*



City of Miami Beach  
 Multipurpose Municipal  
 Parking Facility  
 RFQ No. 69-02/03



The Clare at Water Tower, developed and operated by the Franciscan Sisters of Chicago Service Corporation, is a 50-story facility located at 41-47 E. Pearson in downtown Chicago on property leased from Loyola University Chicago. Designed as the corporation's first high rise, the building will contain mostly independent and assisted living apartments for seniors in an urban setting. Marketing of the CCRC (Continuing Care Retirement Community) will be directed at people aged 72 and over who already live in downtown Chicago.

The facility will contain approximately **250 independent living units, 52 assisted living units and 34 skilled nursing beds**. Building amenities include 3 dining facilities, preparation and catering kitchens, a health and fitness club with a swimming pool, rooftop gardens, common gathering areas and worship space. The facility will have **approximately 250 parking spaces for residents and visitors, and the first two floors will be leased back to Loyola University Chicago for new classrooms and student facilities**.

**P E R K I N S**  
**& W I L L**



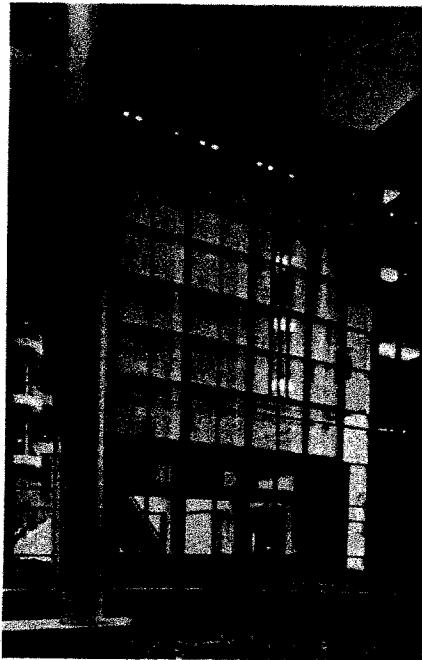
## Sears Merchandise Group

Sears, Roebuck and Company

Hoffman Estates, Illinois



City of Miami Beach  
Multipurpose Municipal  
Parking Facility  
RFQ No. 69-02/03



When the Sears Merchandise Group elected to move to a suburban corporate campus, the company sought a significant change in image and in internal employee function and communication. The building design enables a return to a comfortable, small-town culture befitting the company's customer base.

The new facility in Hoffman Estates is comprised of a series of buildings, totaling nearly 2,000,000 square feet.

As architectural designers for the new headquarters campus, Perkins & Will was also asked to assist Sears with a variety of interior planning and design and signage and wayfinding assignments.

The interior design theme supports the company's goal of improving employee communication as people move from office space to conference space, training space, testing laboratories and amenities such as employee cafeteria and fitness center.

Three parking structures have been constructed as part of this corporate campus:

- 929-space North Garage, completed in 1990
- 1839-space East Garage, completed in 1991
- 851-space Northeast Garage, completed in 1998

**P E R K I N S  
& W I L L**



## Documents to be Completed and Returned to City

### REQUEST FOR QUALIFICATION NO. 69-02/03 ACKNOWLEDGMENT OF ADDENDA

**Directions: Complete Part I or Part II, whichever applies.**

**Part I: Listed below are the dates of issue for each Addendum received in connection with this RFQ:**

Addendum No. 1, Dated October 27, 2003

Addendum No. 2, Dated October 31, 2003

Addendum No. 3, Dated \_\_\_\_\_

Addendum No. 4, Dated \_\_\_\_\_

Addendum No. 5, Dated \_\_\_\_\_

**Part II: \_\_\_\_\_ No addendum was received in connection with this RFQ.**

**Verified with Procurement staff**

Kenneth Patterson

November 7, 2003

**Name of staff**

**Date**

Perkins & Will Architects, Inc.

November 7, 2003

**(Respondent -Name) (Date)**

**Date**

*[Signature]*

**(Signature)**

RFQ. NO. 69-02/03  
DATE: 09/29/03

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**P E R K I N S  
& W I L L**



## Documents to be Completed and Returned to City

### DECLARATION

**TO: City of Miami Beach  
City Hall  
1700 Convention Center Drive  
Procurement Division  
Miami Beach, Florida 33139**

Submitted this 7th day of November, 2003.

The undersigned, as respondent, declares that the only persons interested in this proposal are named herein; that no other person has any interest in this responses or in the Contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The respondent agrees if this response is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the respondent and the City of Miami Beach, Florida, for the performance of all requirements to which the response pertains.

The respondent states that the response is based upon the documents identified by the following number: RFQ No.69-02/03.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
Jose Gelabert-Navia, AIA

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
Managing Principal

\_\_\_\_\_  
**TITLE (IF CORPORATION)**

**P E R K I N S  
& W I L L**



**QUESTIONNAIRE**

**Proposer's Name:** Perkins & Will Architects, Inc.

**Principal Office Address:** 999 Ponce De Leon Boulevard, Suite 915  
Coral Gables, FL 33134

**Official Representative:** Jose Gelabert-Navia, AIA - Managing Principal

**Individual**  
**Partnership (Circle One)**  
**Corporation**

**If a Corporation, answer this:**

**When Incorporated:** 1972

**In what State:** Connecticut

**If a Foreign Corporation:**

**Date of Registration with**

**Florida Secretary of State:** N/A

**Name of Resident Agent:** \_\_\_\_\_

**Address of Resident Agent:** \_\_\_\_\_

**President's Name:** Henry Mann

**Secretary's** David Zimmerman

**Vice-President's Name:** \_\_\_\_\_

**Treasurer's Name:** Tony Peterson

**Members of Board of Directors:** Michael Fejes, Philip Harrison, Ralph Johnson

\_\_\_\_\_



**Questionnaire (continued)**

**If a Partnership:** N/A

**Date of organization:** N/A

**General or Limited Partnership\*:** N/A

**Name and Address of Each Partner:**

<u>NAME</u>	<u>ADDRESS</u>
N/A	

**\* Designate general partners in a Limited Partnership**

N/A

1. **Number of years of relevant experience in operating similar business:**  
68

2. **Have any similar agreements held by Proposer for a project similar to the proposed project ever been canceled?** Yes ( ) No (X)

**If yes, give details on a separate sheet.**

3. **Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?**

*If yes, please explain:*

No



**Questionnaire (continued)**

4. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes ( ) No (X)

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary on a separate sheet.

5. Person or persons interested in this bid and Proposal Form have ( ) have not (X) been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions:

\_\_\_\_\_

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits: Perkins & Will Architects, Inc. (the Florida Entity) has not been party to any lawsuits.

\_\_\_\_\_

B. List all judgments from lawsuits in the last five (5) years:  
See above.

\_\_\_\_\_

C. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

None.

\_\_\_\_\_

\_\_\_\_\_

7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

None.

\_\_\_\_\_

\_\_\_\_\_



**Questionnaire (continued)**

8. **Public Disclosure.** In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with any Proposer and/or individuals and entities comprising or representing such Proposer, and in an attempt to ensure full and complete disclosure regarding this contract, all Proposers are required to disclose all persons and entities who may be involved with this Proposal. This list shall include public relation firms, lawyers and lobbyists. The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of proposals. (Use additional sheet if needed)

*Jose Gelabert-Navia, AIA; Mark Lutz, AIA; Patricia Bosch; Jose Bofill, David S. Plummer, PE; Timothy J. Plummer, PE; Pedro J. DuQuesne, PE; Aida M. Albaísa, PE; Ernesto G. Wong, PE; Luis A. Olivares, PE; Phillip Boness, E.I.; Robert A. Soriano, P.E.; Victor Avedano, PE; Horacio A. Rodriguez, PE; Heiselt Escobar, EIT; Parvin J. Johnson, Sr.; William A. Abarca, PE; Jorge Luis Fleitas, PE*

9. **Vendor Campaign Contribution.**

- a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

None.

- b. Individuals or entities (including our sub-consultants) with a controlling financial interest: \_\_\_\_\_ have ☒ have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.

None.



**Questionnaire (continued)**

The Proposer understands that information contained in this Questionnaire will be relied upon by the City in awarding the proposed Agreement and such information is warranted by the Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the proposals of the Proposer, as may be required by the City Manager. The Proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Beach Police Department. By submitting this questionnaire the Proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

**WITNESS:**

**IF INDIVIDUAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**WITNESS:**

**IF PARTNERSHIP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

**By:**

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
Print Name

**WITNESS:**

**IF CORPORATION:**

*Jose Gelabert-Navia*  
\_\_\_\_\_  
Signature

Jose Gelabert-Navia

\_\_\_\_\_  
Print Name

Perkins & Will Architects, Inc.

\_\_\_\_\_  
Print Name of Corporation

999 Ponce De Leon Boulevard, Suite 915, Coral Gables, FL 33134

\_\_\_\_\_  
Address

**By:**

*Harvey G. W...*  
\_\_\_\_\_  
President

**Attest:**

*W. P. ...*  
\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

RFQ NO. 69-02/03

DATE: 09/29/03

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**P E R K I N S  
& W I L L**



November 7, 2003



**Zyscovich**

Mr. Gus Lopez, CPPO  
Procurement Director  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

**RE: MULTIPURPOSE MUNICIPAL PARKING FACILITY ON THE CURRENT SITE OF THE CITY HALL  
SURFACE PARKING LOT RFQ NO. 69-02/03**

Dear Mr. Lopez and Selection Committee Members:

The Multipurpose Municipal Parking Facility is a strategic project in the continued growth of Miami Beach as a "World Class" city. Zyscovich, Inc. is eager to be a part of this process and has assembled a superior team of consultants to lead the City of Miami Beach and its residents in this effort. ***As our qualifications that follow will show, Zyscovich Inc. brings the distinctive ability to design parking facilities that fit into the fabric of the community and do not look like typical garages.***

The **ZYSCOVICH, INC.** team brings:

***In-depth Study and Knowledge of the Site  
Award-Winning Urban Parking Facilities  
Proven Design Sensitivity to the Miami Beach Area  
Expertise in Designing Multipurpose Parking Facilities  
Skill in Urban Planning  
Experience in Successful Consensus Building  
Command of the City of Miami Beach Codes and Regulations***

In addition, this project is the first implementation of the Convention Center District Master Plan Update, completed by our firm in 2002. We are excited about the opportunity to begin to bring our plan to fruition.

Our knowledge of the project location is extensive—we have studied the site and its surroundings for its previous owner as well as for the City of Miami Beach. Our study included parking and transportation analysis, a potential intermodal center, connections for the Baylink system, additional office space for city staff, as well as neighborhood-oriented retail. By virtue of the many community/neighborhood meetings that our firm conducted for the masterplan, we have special insight to the requirements and wishes of the City, residents and businesses. This knowledge will enable us to begin work quickly; keeping the schedule is important. The timely completion of this project is a crucial component in enabling the New World Symphony to move forward with their garage and the "Soundspace" facility.

100 N. Biscayne Blvd.  
27th Floor  
Miami, FL 33132

voice 305.372.5222  
fax 305.577.4521  
email [mail@zyscovich.com](mailto:mail@zyscovich.com)  
web [www.zyscovich.com](http://www.zyscovich.com)



**Zyscovich**

Our team is uniquely qualified for this project through our extensive knowledge of the site, expertise in the planning and design of urban parking facilities, as well as our significant understanding of the codes and requirements of the City of Miami Beach.

**Walker Parking Consultants.** Walker has done some of the preliminary parking analysis for the city, which will benefit our team. We have worked with Walker on a variety of parking facilities.

**Donnell, DuQuesne & Albaisa,** HBE, Structural Engineering. DDA has worked with our firm for the past 20 years and has successfully completed over \$200M in parking facilities.

**Tilden Lobnitz Cooper,** MEP and Fire Protection Engineering. TLC has teamed with our firm for the past several years and has completed parking facilities throughout Florida.

**TYLin/HJRoss,** Civil Engineering. HJRA has provided Civil Engineering to a variety of municipal clients throughout South Florida. We are currently working with them on Miami Beach High School.

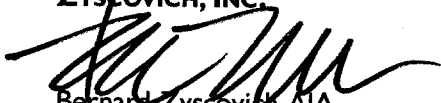
**Curtis + Rogers Design Studio,** WBE, Landscape Architecture. C & R has worked with us on all of our municipal and academic projects for the past 10 years.

**Construction Management Services,** BBE, Cost and Schedule Control. CMS has worked with our firm on a variety of projects and has worked throughout South Florida for many municipalities.

Many of our most acclaimed projects are noteworthy, not only for the architectural aesthetics of the design but also for the innovations in our urban planning and our understanding of the special needs of our clients. The following description of qualifications details our team's experience and capabilities. What it cannot contain is our dedication to excellence, our belief that innovative urban planning and exceptional design will enhance our community, and how enthusiastic we are about this opportunity to continue our relationship with the City of Miami Beach. Please contact, Cheryl Jacobs, Director of Marketing—305-372-5222, 305-577-4521 (fax), or [cheryl@zyscovich.com](mailto:cheryl@zyscovich.com), should you need additional information.

Sincerely,

**ZYSCOVICH, INC.**

  
Bernard Zyscovich, AIA  
President

## Response to Evaluation Factors

**1. The Ability of Professional Personnel.** As you will see by the following qualifications, our team is immensely qualified to provide services for the Municipal Parking Facility. Our team has cumulatively completed over **\$500M** in parking facilities.

**2. Past Performance.** We have included references in each of our project descriptions and we are confident that you will receive positive responses. In addition, please feel free to call the following:

**Ms. Cristina Cuervo**

Assistant City Manager  
City of Miami Beach  
305-673-7000 x 6586

**Mr. Neisen Kasdin, Esq.**

Gunster Yoakley  
305-376-6000

**Mr. Jason M. Walker**

Assistant to Commissioner Johnny Winton  
City of Miami  
305-250-5333

**3. Willingness to Meet Time and Budget Requirements.** Our firm is committed to working with the City of Miami Beach to complete this project within its aggressive schedule. We have added the services of a cost estimator/scheduler to ensure compliance. In addition, we have a history of doing the same for our clients.

**4. Location.** Zyscovich, Inc. is located at 100 N. Biscayne Blvd. 27<sup>th</sup> FL, Miami 33132. Only 8 miles from the project site.

**5. Recent, Current and Projected Workload.** The following chart outlines our current and projected workload. Our firm employs a staff of 90+, enabling us to adequately staff this project. In addition, we have a team that will be assigned to the project from the beginning throughout its completion to assure continuity and good communications.

**6. Volume of Work Previously Awarded.** Zyscovich, Inc. currently has no contracts with the City of Miami Beach. Our last contract, awarded in 2001, was completed in 2002.

## Current Workload

Project	Developer	Construction Value	Percent Complete*	Phase	Completion Date*
Mirador Garage	Charles E. Smith Residential	\$8 M	80%	Constr.	2004
Meridian	Flagler Holding Group	\$18 M	50%	CD's	2004
Grove Garden	Main Highway Development	\$12M	45% DD's	DD's	2005
1390 Brickell Bay	South Bayshore Tower, LLLP	\$80 M	35% DD'S	DD's	2005
BVY Condos	Biscayne Development Partners	\$100 M	15%	SD's	2005
500 Collins	Coolidge South-Market Equities	\$7 M	75%	Constr	2004
Collins & 21st Street	TGNC Development, LLC	\$15 M	20% DD's	CD's	2005
Sailboat Bend	Lennar Homes	\$ 27 M	65%	CD's	2006
PLIP	Singer & Associates	\$5 M	75%	Constr	2004
Misc. Studies/Urban Plans	Various	N/A	5-95%	Planning	2003
Commuter Airline Terminal Facility	American Airlines	\$30 M	50%	CD's	2004
Terminal 4	Broward County Aviation Department	\$200 M	0%	Contract	2006

Pompano Beach High School	Broward County School District	\$18.5 M	80%	Constr.	2003
]]]] High School	Palm Beach County School District	\$27 M	50%	CD	2004
Miami Beach High School	Miami-Dade County Public Schools	\$47 M	25%	DD	2005
New Middle School	Palm Beach County School District	\$18.5 M	40%	CD	2005
2 New Elementary Schools	Palm Beach County School District	\$20 M	15%	SD	2005

## Section B. Experience

### The Flamingo / Parking Garage

Miami Beach, FL



#### Description:

Zyscovich, Inc. was commissioned to provide services for the complete gut rehab and renovation of the two-building, 1,100-unit complex. The challenge was to develop a design that would upgrade the facility to luxury rentals, and add new units, all within the City of Miami Beach's strict zoning requirements. In addition to the renovation, the firm designed a new 32-story tower, a **2,000 car garage**, townhouses at street level, and a spectacular fitness center atop the parking structure. The firm was intent on avoiding the construction of a massive parking podium-cum-residential tower, which would have blighted both the residential street front and the view from and to the Bay. The garage is wrapped by apartments on three sides and is not visible to pedestrians along Bay Road. Connections between the garage and apartments at each level enable residents to walk directly to their apartments from their cars, facilitated by parking assignment planning.

#### Contact Names:

Owner: Apartment Investment  
& Management Company (AIMCO)  
Joseph deTuno  
4582 South Ulster Street Parkway, #100  
Denver, Colorado 80237  
303-691-4494

**Start:** 1998

**Complete:** 2003

**Budget:** \$12 Million - Garage Portion Only.

**Outcome:** The garage was completed on time and within budget.

- **2000 Spaces**

- **Dense Urban Setting**

- **Multi-Purpose Facility**

- **Residential**

## Anchor Place / Parking Garage

Miami Beach, FL



### Description:

Zyscovich Inc. provided a variety of services for this public/private project on Miami Beach. The entire complex, which included the new Loews Miami Beach, the restoration of the historic St. Moritz, the opening of 16th Street and the new Anchor Place Garage and Shops, was a public/private collaboration between the City of Miami Beach and Loews. Our firm provided historic preservation and urban design services for the entire complex and were the design architects for the restoration of the St. Moritz. In addition, we were the Architects of Record for the **800 car garage** and retail complex.

### Contact Names:

**Owner:** Loew's Hotels and City of Miami Beach  
Christina Cuervo  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
305-673-7010

Kent Bonde  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
305-673-7193

- **800 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Retail**
- **AIA Miami 1999 Honor Award of Excellence in Urban Design**

**Start:** 1996

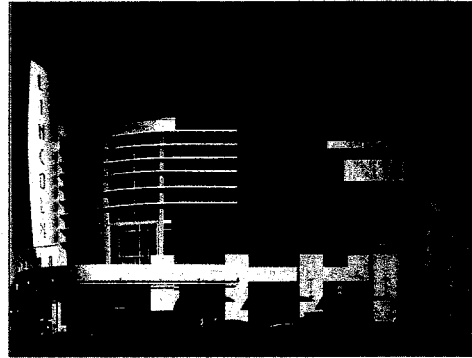
**Complete:** 1999

**Budget:** \$8 Million

**Outcome:** The project was completed within schedule parameters and within budget

## Lincoln Center / Parking Garage

Miami Beach, FL



### Description:

The Lincoln Center is an entertainment/retail complex in the heart of South Beach bringing restaurants, shops and an eighteen-screen cinema to Miami Beach's famed Lincoln Road. The complex, which creates a signature west entry to the shopping/entertainment district, is the first movie theater built on Miami Beach in over 40 years. The project includes a **287 space parking garage**, wrapped on the ground level with retail, that brings patrons to the street rather than directly into the movie theater, enhancing the pedestrian experience.

### Contact Names:

Owner: Finestra  
Walter Staudinger  
30 LaGorce  
Miami Beach, FL 33141  
305-868-0705

**Start:** 1996

**Complete:** 1998

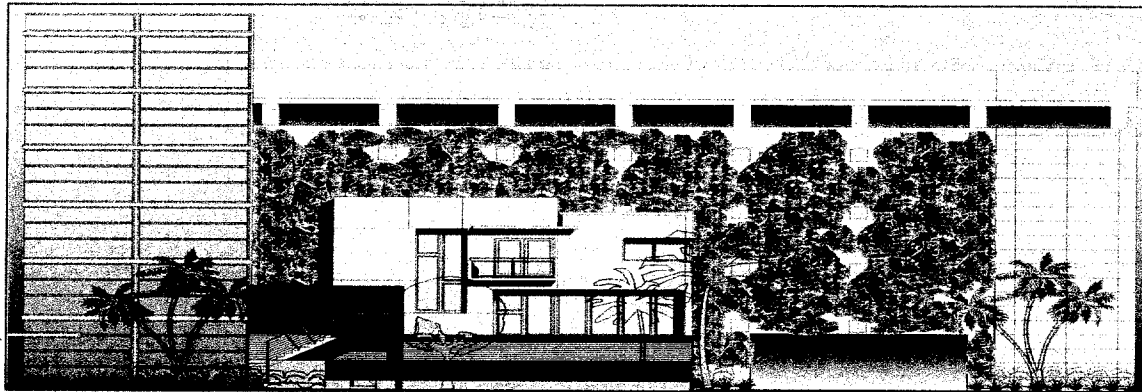
**Budget:** \$18 Million

**Outcome:** Completed within schedule parameters.  
Successful multi-purpose garage serving  
the cinema and ancillary retail.

- **287 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Retail**
- **Entertainment**
- **AIA Florida 2001 Award of Merit in Architecture**
- **AIA Miami 1999 Honor Award of Excellence in Architecture**

## Mirador / Parking Garage

Miami Beach, FL



### Description:

Construction is underway on the five-story parking facility on West Avenue at 11th Street to serve residents of the Mirador apartment rental complex. So successful was Zyscovich's renovation of the mid-1960s high rises, formerly known as Forte Towers, that the existing parking garage outgrew capacity.

The new **528 space garage** is wrapped on three sides with apartments so that no pedestrian level part of the structure will face onto the street. Four two-bedroom, two-story apartments will be located on the West Avenue -- or front entrance -- side. One-story studios will be located on each of the the north and south sides. The Mirador garage apartments have individual patios. This aesthetic, privacy, and safety feature provides each apartment with direct access to the garage and to exterior walkups. In accordance with City of Miami Beach requirements, the garage will also accommodate rooftop parking.

### Contact Names:

Owner: Charles E. Smith Residential  
John Aguado  
4001 South Ocean Drive, #B-3  
Hollywood, Florida 33019  
954-457-3883

**Start:** 2003

**Complete:** 2004

**Budget:** \$7 Million

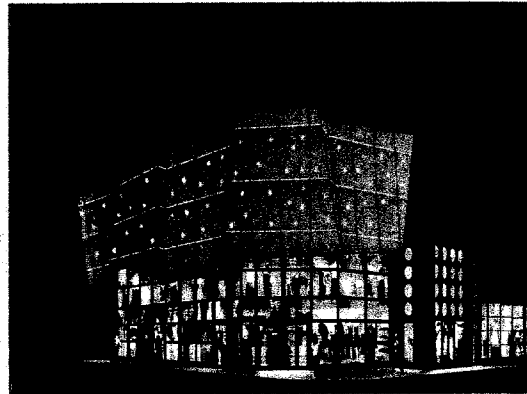
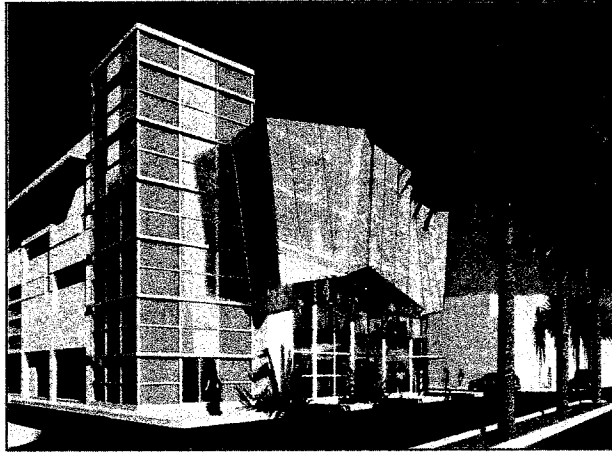
**Outcome:** Under Construction

- **528 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Residential**



## The 500 Block of Collins / Parking Garage

Miami Beach, FL



### Description:

This combination of six townhouse-style retail boutiques and a **210 car parking garage** is located on the corner of 5th Street and Collins Avenue, a significant portal to the City of Miami Beach that has been visually and commercially dormant for years. The firm is creating an architectural signature, or gateway, through the design of a metal screen that wraps, origami-like, around the corner of the building, covering the parking garage from view. The screen, which will be illuminated at night, will be architecturally integrated with the anchor store, effectively giving the entire complex a sculptural presence.

### Contact Names:

Owner: Coolidge-South Market Equities  
Lynne Lawrence  
670 White Plains Road. No. 106  
Scarsdale, NY 10583  
914-722-4400

- **210 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Retail**

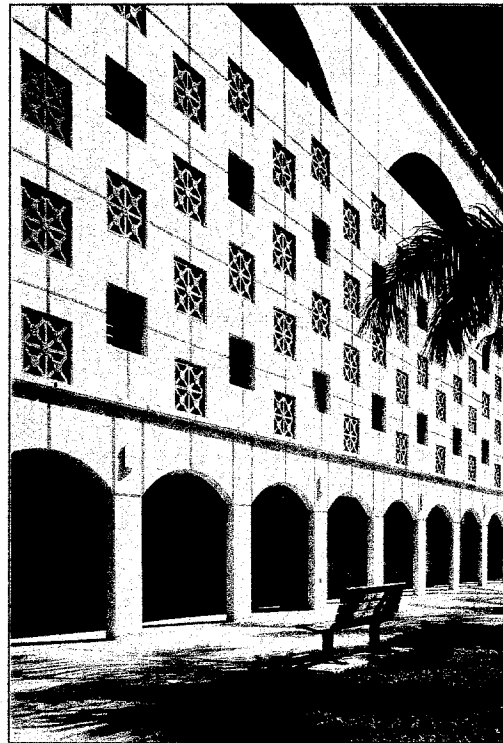
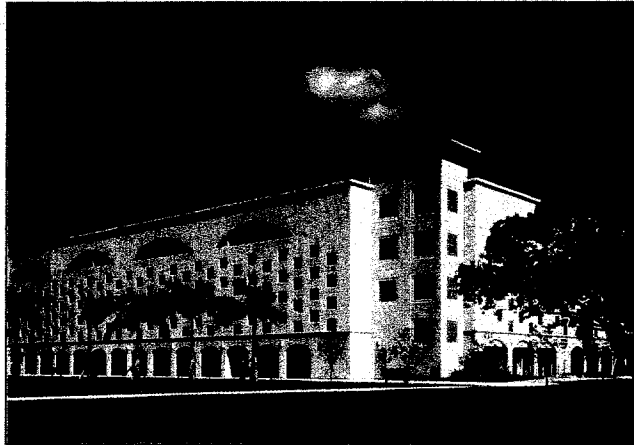
**Start:** 2003

**Complete:** 2004

**Budget:** \$9.7 Million

**Outcome:** Under Construction

## FIU Parking Garage I Miami, FL



### Description:

The design of the facility had to adapt to the University's master plan that reconfigures the main campus entrance with three new parking garages. Requirements for the specific structure called for an architecturally inviting and pedestrian-friendly parking facility that suitably denotes the entrance to a place of learning. The design also had to be compatible in material and style to the prevalent classically derived architectural vocabulary of the University. Requirements for the specific structure called for an architecturally inviting and pedestrian-friendly parking facility that suitably denotes the entrance to a place of learning. The design also had to be compatible in material and style to the prevalent classically derived architectural vocabulary of the University.

### Contact Names:

Owner: FIU  
Robert Griffith, Director  
Campus Support Complex #236  
Miami, FL  
305-348-4000

Start: 1996

Complete: 1998

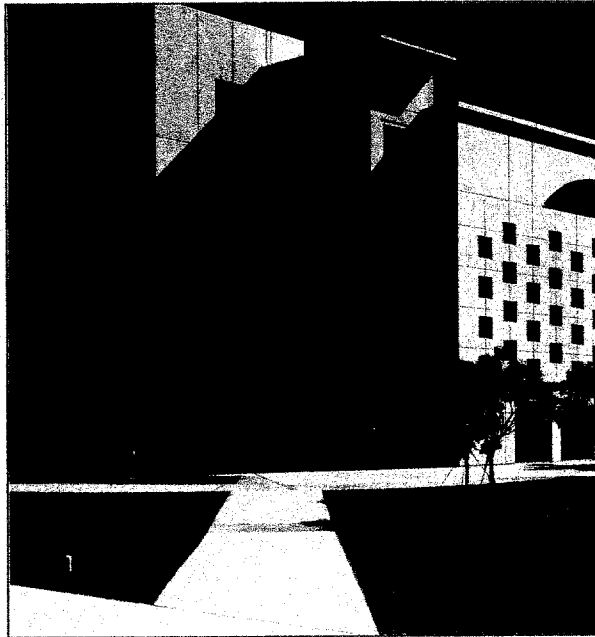
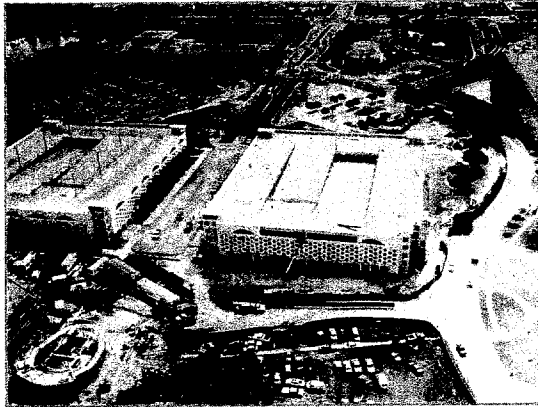
Budget: \$6.3 Million

Outcome: Completed Successfully

- 1,000 Spaces
- Multi-Purpose Facility
- Offices
- Busy Campus Setting

## FIU Parking Garage II

Miami, FL



### Description:

Like Phase I, Phase II also required a statement of entry to the campus and an emphatic sense of security for evening students and visitors. Likewise, its design had to adapt to the University's master plan that reconfigures the main campus entrance with three new parking garages. Requirements for the specific structure called for an architecturally inviting and pedestrian-friendly parking facility that suitably denotes the entrance to a place of learning. The design also had to be compatible in material and style to the prevalent classically derived architectural vocabulary of the University.

### Contact Names:

Owner: FIU  
Robert Griffith, Director  
Campus Support Complex #236  
Miami, FL  
305-348-4000

- 1,000 Spaces

- Busy Campus Setting

**Start:** 1999

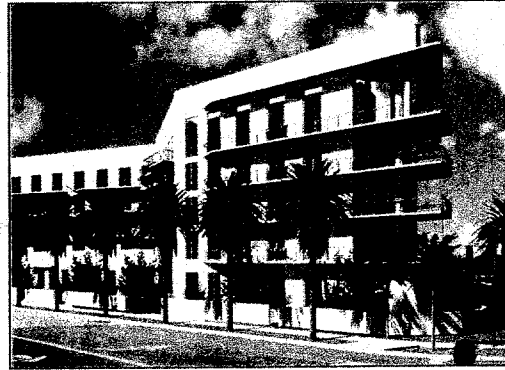
**Complete:** 2001

**Budget:** \$7 Million

**Outcome:** Completed Within Budget Parameters

## The Meridian / Parking Garage

Miami Beach, FL



### Description:

Located in the heart of Miami Beach with close proximity to Lincoln Road, Ocean Drive, the airport and cultural attractions, the Meridian has everything from soaring 12-foot-high ceilings to sleek Euro-styled designer kitchens to a lushly landscaped rooftop pool and spa. The Meridian's luxurious amenities include a lushly landscaped rooftop pool area with spa and open-air gazebo with cooking facilities; an exclusive penthouse-level fitness center featuring state-of-the-art equipment; covered lobby entrance and valet parking; **multi-level covered parking which can accommodate 167 cars**; 24-hour security with controlled building and garage access; individual storage facilities; separate mail and package receiving area; and concierge.

### Contact Names:

Owner: Flagler Holdings  
Ricardo Dunin  
1001 Brickell Bay Dr.  
Suite 2410  
Miami, FL 33131  
305-373-5020

**Start:** November, 2003

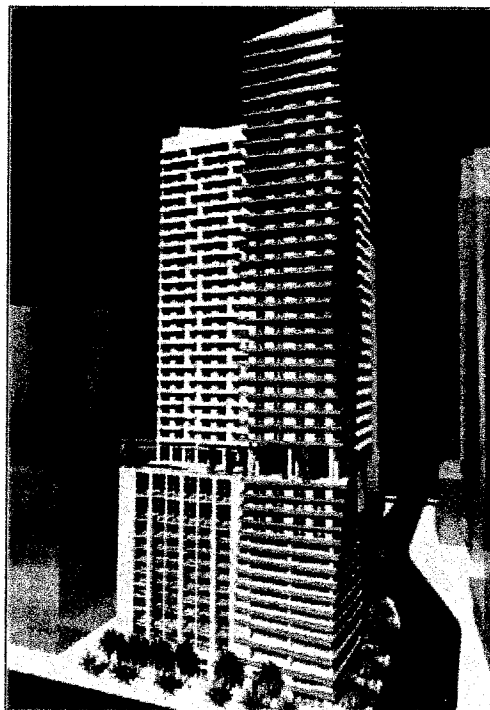
**Complete:** 2005

**Budget:** \$20 Million

**Outcome:** Under Construction

- 167 Spaces
- Dense Urban Setting
- Multi-Purpose Facility
- Residential

**1390 Brickell Bay / Parking Garage**  
Miami, FL



**Description:**

Located within walking distance of downtown Miami, the project will have 347 one-and two-bedroom apartments. The architecture is a cubistic assertion of punctuated volumes and geometric planes. Its 13-story pedestal will house a **ten-floor parking garage** and two-story loggia where a lap pool and wading pool are located. This two-floor high pool deck, dramatically "cut-out" from the volume of the tower, will provide vast views of Biscayne Bay and the urban skyline. It is positioned atop two floors of common area that include a fitness center. The L-shaped architectural structure will also include an adjoining 16-story rectangular residential tower. Eleven thousand square feet of retail space will be located at the ground level.

**Contact Names:**

Owner: South Bayshore Tower, LLLP  
Carlos Olmos  
1643 Brickell Avenue  
Suite 4801  
Miami, FL 33131  
305 854 0604

**Start:** February, 2004

**Complete:** 2006

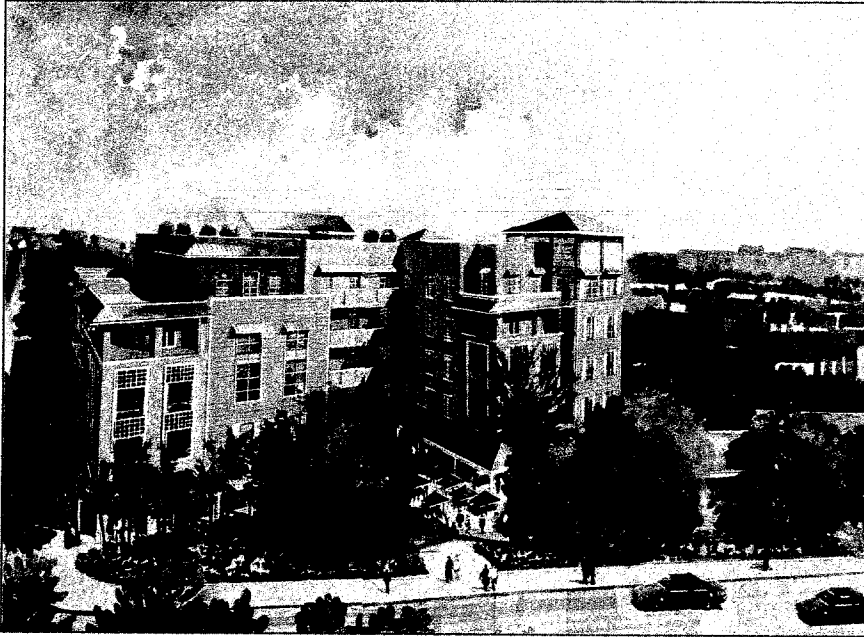
**Budget:** \$50 Million

**Outcome:** In construction documents

- **530 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Residential**
- **Retail**

## Grove Garden / Parking Garage

Coconut Grove, FL



### Description:

The project, designed and master planned by Zyscovich, Inc., includes 38 condo units and five two-story townhouses as well as 9,300 SF of retail space and **two levels of underground parking with 104 spaces**. The retail area also includes a restaurant, gourmet market (with outdoor dining on the Main Highway-side courtyard) and 1200 SF of rental office space on the Franklin Avenue side. The residential building is set back from Main Highway in order to preserve the view and setting. Its architecture was designed in the tropical "Old Grove/Key West" style, with tin roofs, indented porches rather than balconies, and latticed walls.

### Contact Names:

Owner: Main Highway Development, LLC  
Rick Kalwani  
3540 Main Highway  
Coconut Grove, FL 33133  
305-447-8577

**Start:** April, 2004

**Complete:** Estimated 2005

**Budget:** \$12 Million

**Outcome:** In Construction Documents

- 104 Spaces
- Dense Urban Setting
- Multi-Purpose Facility
- Retail
- Office
- Residential

## Ocean Crest Beach and Club / Parking Garage

Hollywood, FL



### Description:

A new parking garage to accommodate approximately **500 cars** was added to the Ocean Crest Beach and Ocean Crest Club. This project included the exterior renovation of the residential units and public spaces as well as mechanical, and electrical upgrades. On the exterior, the buildings were painted, existing concrete balconies have been replaced with glass rail balconies, and new floor-to-ceiling sliding glass doors were installed in living rooms.

### Contact Names:

**Owner:** Charles E. Smith Residential  
John Aguado  
4001 South Ocean Drive, #B-3  
Hollywood, Florida 33019  
954-457-3883

**Start:** 2002

**Complete:** 2003

**Budget:** \$5 Million

**Outcome:** Completed on time and within budget.

- **500 Spaces**
- **Dense Urban Setting**
- **Multi-Purpose Facility**
- **Residential**

**Donnell, DuQuesne, Albaisa  
Structural Engineers**

**Parking Garages**

CITY PARK PARKING GARAGE  
FT. LAUDERDALE, FLORIDA  
2100 PARKING SPACES

DADELAND NORTH PARKING GARAGE  
DADELAND MALL, MIAMI, FLORIDA  
900 PARKING SPACES

DADELAND NORTH EAST PARKING GARAGE  
DADELAND MALL, MIAMI, FLORIDA  
700 PARKING SPACES

OKEECHOBEE STATION PARKING GARAGE  
MIAMI, FLORIDA  
1200 PARKING SPACES

BAYVIEW CADILLAC PARKING GARAGE  
FT. LAUDERDALE, FLORIDA  
500 PARKING SPACES

MIAMI BEACH POLICE AND COURT FACILITIES  
PARKING GARAGE  
MIAMI BEACH, FLORIDA

PLAZA OF THE AMERICAS PARKING GARAGE  
NORTH MIAMI, FLORIDA  
1500 PARKING SPACES

13TH STREET AND COLLINS AVE.  
PARKING COMPLEX  
MIAMI BEACH, FLORIDA  
400 PARKING SPACES

DADELAND NORTH PARKING  
GARAGE - EXTENSION  
MIAMI, FLORIDA  
600 PARKING SPACES

MERIDIAN EXECUTIVE CENTER PARKING GARAGE  
BOCA RATON, FLORIDA  
300 PARKING SPACES

ANCHOR PLACE PARKING GARAGE  
MIAMI BEACH, FLORIDA  
800 PARKING SPACES

F.I.U. - PARKING GARAGE - PHASE I  
MIAMI, FLORIDA  
1000 PARKING SPACES

F.I.U. - PARKING GARAGE - PHASE II  
MIAMI, FLORIDA  
1000 PARKING SPACES

MIAMI BEACH VISITORS PARKING GARAGE  
MIAMI BEACH, FLORIDA  
250 PARKING SPACES

LINDSEY HOPKINS PARKING GARAGE  
MAIMI, FLORIDA  
800 PARKING SPACES

BILL USSERY MOTORS - PARKING GARAGE  
MIAMI, FLORIDA  
400 PARKING SPACES

BOCA COLLONADE PARKING GARAGE  
BOCA RATON, FLORIDA  
300 PARKING SPACES

SOUTH MIAMI HOSPITAL GARAGE  
MIAMI, FLORIDA  
1000 PARKING SPACES



**Tilden, Lobnitz, Cooper, Inc.  
MEP Engineers**

**Parking Garages**

**New Office Complex, Orlando, Florida**

This confidential project is comprised of a 175,000 sf office building with a 225,000 sf six-level parking structure/1998/M/E.

**Altamonte Springs Town Center, Altamonte Springs, Florida**

7 retail spaces (137,000 sf), 3 restaurants (34,000 sf), 6 office spaces (130,200 sf), a theater including box, lobby and vertical circulation (85,100 sf), common area restrooms, 2-story structured parking for 1,000 cars (325,000 sf), and a bridge link to second level retail/\$40 million/2003/M/E.

**Aventura Governmental Center, Aventura, Florida**

New municipal complex including police station, holding cells, a lab, an assembly room. Also includes an attached garage to provide police personnel secure entry, as well as a vehicle Sallyport and separate lot for 150 cars/2000.

**Berkman Plaza, Jacksonville, Florida**

High-rise apartment, townhouse, retail development with 400-space parking garage on the waterfront/\$22 million/2001/M/E

**Buena Vista Park, Lake Buena Vista, Florida**

Phase I - Two 3-story, 60,000 sf buildings with retail on 1st floor, office space on 2nd and 3rd floors and rooftop parking garage/One 5-level, 600-space parking structure with 12,000 sf office space on ground floor/\$12 million/2002/S- Phase II - Addition of hotel lobby to 4th floor of parking structure and vertical expansion to add five-story, 250-room hotel/\$21 million/2003/S

**Cape Canaveral Hospital, Cocoa Beach, Florida**  
Parking garage/2001/S/Prime

**City of Miami Beach Library, Miami Beach, Florida**

New 2 story regional library including auditorium, computer training room, and 400 space 4 level parking garage/\$15 million/42,000 sf/2000

**City of Naples Public Parking Garage, Naples, Florida**

300-car, 3 level/\$5 million/118,000 sf/1998/M/E

**CNL Tower - Phase I, Orlando, Florida**

14-story, Build to Suit Class A Office Building, 1800-car parking structure with 300' pedestrian bridge connection/building management system includes audio visual and security capability/\$30 million office tower/350,000 sf/1999/M/E

**Daytona Beach Community College Science Building, Daytona Beach, Florida**

Addition includes 400-car parking garage/\$6.4 million/18,000 sf/1998/M/E

**De Soleil, Miami Beach, Florida**

New 7-story, 77-unit hotel, 450 sf per unit, one restaurant and retail/Underground parking lot for 90 cars/2003

**Florida Atlantic University Parking Garage, Boca Raton, Florida**

New 2-story, 1,000 car garage located on the Boca Raton Campus/\$8.6 million/300,000 sf/2002/M/E

**Gold Coast Hotel, Ft. Lauderdale, Florida**

New 25 story 392,000 sf hotel with 320 guestrooms and 7 story 200,000 sf parking garage /\$42 million

**Granada Garden Resort, Ft. Lauderdale, Florida**

New 24 story hotel with 8 story parking garage/85,000 sf hotel/ 80,000 sf parking garage/\$13.3 million

**Hewitt Corporate Office Complex, Orlando, Florida**

Phase I comprised of 250,000 sf Office Building with future expansion to 500,000 - 750,000 total sf in multiple buildings; parking planned for 1500 cars at final build-out, including structured parking/1999/M/E

**Hyatt Regency, Orlando, Florida**

New 3-story retail parking garage for 625 cars/171,200 sf/2002/M/E

**Marriott World Center Expansion, Orlando, Florida**

New 500 room tower, 15,000 sf meeting space, new health club and pool, expansion to existing restaurants, and 4-level, 1,800-car parking garage/1999/M/E/CT

**Millennia Park Two, Orlando, Florida Phase**

Two parking garage for 216,000 sf office tower/\$3 million/200,000 sf/2002

**Mixed Use Building**

14-story mixed use building/First level is retail plus parking, second, third, and fourth levels are parking, and upper ten levels are rental apartments/550,000 sf/2001/M/E

**Ocean Crest Apartments, Hollywood, Florida**

Three garage projects: 4 level garage with 1728 parking spaces. This project is an addition of new decks to an existing garage. Demolition of two parking garages and construction of one new 4 level garage, 192,516 sf, and one new 3 level parking garage, 107,085 sf/ \$12 million

**Orlando City Center Office, Hotel and Parking Garage Complex, Orlando, Florida**

(1) 22-story/400,000 sf office building; (1) 15-story/400,000 sf office building; and 1900-car parking garage/\$200 million/1999/M/E/CT

**Palm Beach Atlantic College, Palm Beach, Florida**

Miscellaneous and residential apartment space, dormitories on levels 5 and 6, and 36,000 sf of parking on each of four levels

**Port of Miami, Miami, Florida**

Renovation and expansion of the three story terminal. Embarking passengers enter the terminal via the canopy-covered taxi/bus areas, or from the glass enclosed walkway connecting to the 4 level parking garage, which has 784 spaces/\$29 million/2002/E Parking Garage 920-space expansion/350,000 sf/2003/M/E

**River Oaks Apartments, Sunrise, Florida**

10-story, 199-unit apartment high rise with 3-story parking garage/1,480 sf/2001/M/E

**Royal Bali Hotel, Universal Studios, Orlando, Florida**

1200 Rooms, 3-story, 2200-car parking garage/project designed to 50% DD level/1997/M/E/S

**St. Regis Hotel and Condominiums, Ft. Lauderdale, Florida**

New 23-story, 5-star hotel and condominium on Ft. Lauderdale, includes 234 guestrooms, 49 private club and penthouse residences, 5-star restaurant and five-level, 476-space parking deck/\$62 million/743,015 sf/2002/M/E

**South Beach Shops, South Beach, Florida**

56,987 sf of 2-level retail shops and an 81,000 sf 3-level parking deck to accommodate 234 vehicles/\$14 million/2001/M/E

**South Miami Parking Garage, South Miami, Florida**

New 4-story, 440-car parking garage with 20,000 sf retail on first floor/140,000 sf/2002/M/E

**Suncoast Beverage Sales, Inc., Fort Myers, Florida**

10,000 sf new office space, 4,500 sf open truck dock, 25,500 sf enclosed garage space and 23,500 sf refrigerated warehouse space/\$2.5 million/63,500 sf/2001/M/E

**Surf and Sand - Hilton Garden Inn, Pensacola, Florida**

New hotel with 184 guest rooms and covered parking, 7 story with 50,000 sf Ballroom and Restaurant space/\$11 million

**Super Channel 55 Office Complex, Altamonte Springs, Florida**

240,000 sf high rise office building (\$15.6 million shell & core only)/ 25,000 sf television production studio & 25,000 sf ballroom (\$6.5 million)/1000 space parking garage/2000/M/E/P. TLC will engineer building site and shell & core for office building plus interior build-out for Channel 55 corporate offices (60,000 sf), and complete building design for the TV Studio, ballroom and parking garage.

**Tallahassee Memorial Healthcare Emergency Room Parking Garage, Tallahassee, Florida**

Phase I/\$11.2 million/30,000 sf emergency room with 450 car parking garage/M/E/2001

**United States Federal Courthouse, Miami, Florida**

New 16-story courthouse occupying 400,000 sf, including a secure 50 space parking deck reserved for judges, U.S. Marshals, and law-enforcement personnel. Also includes a 230 space parking deck with increased structural capacity to support future vertical expansion for 67 cars/\$90 million/M/E

**Windermere Condominium, Perdido Key, Florida**

15-story high rise condo with 96 units and 150-car parking garage/\$17 million/264,000 gsf/2003/S

**T.Y. Lin International / H.J. Ross  
Civil Engineers**

**Parking Garages**

**Engineering services for New Cargo Parking Garage at Miami International Airport**

T.Y. Lin / H.J. Ross developed the Project Book for a 3-level parking garage structure to accommodate 500 parking spaces and to approximately 54 tractor trailers for the west side cargo area. The parking structure was to support an additional 3 levels that would be constructed in the future. The project was to be implemented as a design/build, where T.Y. Lin / H. J. Ross would prepare the bid documents and perform the duties of design criteria professional during the design/build phase.

**North Parking Garage Jackson Memorial Hospital, Miami**

The project includes the construction of a new 5-story parking garage structure for Jackson Memorial Hospital with an estimated capacity of 705 vehicles. Project construction will also included a waste/linen building, a tank farm, and other site related improvements. H. J. Ross is responsible for the construction phase services as a construction manager to assure materials and work performed by the contractor are in accordance with the plans, specifications and other contract documents. Services include construction observations including compliance with project schedule, cost controls, claims avoidance and analysis, and overall project coordination.

## Walker Parking Consultants Parking Consultants

### Parking Garages

#### **Arvida Parkway Center**

Bose Casey Cilkin Lubitz et. al.  
Boca Raton, FL  
1996-03 - 2003  
Project Attributes: Developer, Hotel, Mixed-Use,  
Offices, Restaurant, Retail  
Project Deliverables: Expert Witness, Parking  
Consulting, Parking Study, Shared Parking Analysis

#### **Bakery Centre**

Simon Property Group  
Wolfberg, Alvarez & Partners, Architects  
Miami, FL  
1995-09 - 1995  
Number of spaces: 1,000  
Project Attributes: Developer  
Project Deliverables: Consultant to Architect, Parking  
Consulting

#### **Baptist Hospital**

Baptist Health System  
Miami, FL  
1996-07 - 1996  
Number of spaces: 500  
Project Deliverables: Parking Management Analysis,  
Supply/Demand Study, Parking Study

#### **Barclays Financial Center**

MDM Office Group  
Miami, FL  
1998-06 - 1998  
Project Attributes: Building Above, Developer, Mixed-  
Use, Offices, Offices above  
Project Deliverables: Functional Design/Consulting,  
Parking Consulting

#### **Bayside Parking Garage Expansion**

City of Miami  
Miami, FL  
2002-04 - 2002  
Project Deliverables: Supply/Demand Study, Parking  
Study, Financial Analysis, Feasibility Study

#### **Brickell Commons**

Taylor Development & Land Co.  
Miami, FL  
1997-07 - 1997  
Project Attributes: Developer, Non-Parking Structure  
Project Deliverables: Parking Study

#### **Broward Community College North/South Campus**

Consul-Tech Engineering  
Miami, FL  
1993 - 1996  
Project Deliverables: Consultant to Architect, Master  
Planning, Parking Study  
Buena Vista Yards  
Developers Diversified Realty  
GSI Architects, Inc.  
Miami, FL  
2003-03 - 2003  
Number of levels: 4.0  
Number of spaces: 5,000  
Project Attributes: Residential, Residential  
Neighborhood, Retail, Underground, partial  
Project Deliverables: Consultant to Architect, Parking  
Consulting, Functional Design/Consulting, Parking Study,  
Shared Parking Analysis

#### **City of Miami**

Off-Street Parking Department  
Miami, FL  
2000-05 - 2000  
Project Deliverables: Parking Study, Alternatives Analysis,  
Supply/Demand Study

#### **City of Miami Beach**

Parking Master Plan  
Miami Beach, FL  
2001-05 - 2003  
Project Attributes: Fact Sheet  
Project Deliverables: Alternatives Analysis,  
Supply/Demand Study, Parking Study, Financial Analysis

#### **City of Miami Garage G1 Replacement**

Miami, FL  
2000-11 - 2003  
Project Deliverables: Conceptual Design, Site Feasibility  
Study, Parking Consulting, Supply/Demand Study

#### **Coral Gables Parking Structures 1&2**

City of Coral Gables  
Bermello-Ajamil & Partners, Inc.  
Coral Gables, FL  
2001-11 - 2002  
Project Deliverables: Functional Design/Consulting,  
Structural Engineering, Consultant to Architect

**Dadeland Junction**

Spillis Candela & Partners  
Miami, FL  
1998-07 - 1998  
Number of spaces: 2,700  
Project Attributes: Retail, Urban  
Project Deliverables: Consultant to Architect,  
Functional Design/Consulting, Parking Consulting

**Dadeland Mall Review**

Richard Johnson Architects  
Miami, FL  
2001-04 - 2001-05  
Number of spaces: 660  
Project Attributes: Retail  
Project Deliverables: Consultant to Architect,  
Functional Design/Consulting

**Department of Management Services**

State of Florida  
Centex-Rooney Construction Company  
Miami, FL  
1999-06 - 2000-10  
Project Attributes: Design/Build, Precast  
Project Deliverables: Architectural Design, Functional  
Design/Consulting, Mechanical/Electrical Engineer,  
Structural Engineering, Prime Design

**Florida International Univ. No. 3**

Miami, FL  
2002-02 - 2003  
Number of spaces: 1,600  
Walker Estimate: \$10,600,000  
Project Attributes: CIP P/T  
Project Deliverables: Prime Design

**Florida International Univ. No. 4**

Miami, FL  
2002-01 - 2003  
Number of spaces: 1,400  
Walker Estimate: \$10,700,000  
Project Attributes: CIP P/T  
Project Deliverables: Prime Design

**Florida International University # 1**

State University System  
Miami, FL  
1994  
Number of levels: 5.0  
Number of spaces: 1,000  
Project Deliverables: Feasibility Study, Market &  
Feasibility Analysis, Parking Study

**Florida International University # 2**

State University System  
Zyscovich, Inc.  
Miami, FL  
1996  
Construction costs: \$6,000,000  
Project Attributes: Architectural, Architectural Grille,  
CIP P/T, Project Deliverables: Construction  
Administration, Consultant to Architect, Functional  
Design/Consulting, Scope documents for Owner,  
Parking Consulting

**The Galaxy at Dadeland**

Miami, FL  
2000-06 - 2000  
Project Attributes: Developer, Retail  
Project Deliverables: Parking Consulting  
Grove Garden Development  
The Taurus Development  
Zyscovich Inc.  
Miami, FL  
2002-12 - 2003  
Project Attributes: Developer  
Project Deliverables: Parking Consulting

**Jackson Memorial Hospital**

University of Miami  
Carr Smith Corradino  
MCM Construction Company  
Miami, FL  
1998-12 - 2002-12  
Project Attributes: Future expansion capability,  
Pedestrian bridge, Pile Foundation, Precast, Service  
Buildings, Urban Project Deliverables: Functional  
Design/Consulting, Structural Engineering, Parking  
Consulting, Consultant to Architect

**Mercy Hospital**

Miami, FL  
1993 - 2001  
Project Deliverables: Feasibility Study, Supply/Demand  
Study, Supply/Demand Study Update, Financial Analysis,  
Parking Study, Parking Operations Analysis

**Mercy Hospital**

Miami, FL  
1994  
Number of levels: 4.0  
Number of spaces: 650  
Project Attributes: Design/Build  
Project Deliverables: Scope documents for Owner

**Merrick Place Shops & Parking**

City of Coral Gables  
Carr Smith Corradino  
Coral Gables, FL  
Awarded: PCI 1998 - Co-Winner for Best Parking Structure, 1997  
Construction costs: \$8,400,000  
Number of spaces: 443  
Project Attributes: Architectural, Future expansion capability, High Security, Historic District, Mixed-Use, Offices, Precast, Restaurant, Retail, Retail at grade  
Project Deliverables: Consultant to Architect, Functional Design/Consulting, Structural Engineering

**Miami Children's Hospital**

Miami, FL  
2003-02 - 2003  
Project Deliverables: Parking Study, Supply/Demand Study

**Miami Dade Community College Wolfson Campus State University System**

Carr Smith Corradino  
Turner Construction Company  
Miami, FL  
Awarded: 2002 IPI Honorable Mention  
1998-03 - 2000  
Construction costs: \$28,353,200  
Number of levels: 11.0  
Number of spaces: 2,260  
Project Attributes: Architectural, CIP P/T, Escalators, Express ramps, Future expansion capability, Mixed-Use, Offices, Offices above, Retail, Retail at grade  
Project Deliverables: Consultant to Architect, Functional Design/Consulting, Structural Engineering

**Miami Intermodal Center**

Sequeira & Gavarrete Architects  
Miami, FL  
2003-06 - 2006  
Number of spaces: 10,000  
Project Deliverables: Functional Design/Consulting, Consultant to Architect

**Miami International Airport**

Miami Airport Authority  
FGSS (Ferguson Glasgow Architects)  
Miami, FL  
1995 - 2000  
Number of spaces: 1,800  
Project Deliverables: Supply/Demand Study, Valet Parking Study, Parking Study, Master Planning

**Miami International Airport**

Miami Airport Authority  
MCM Corporation  
Miami, FL  
2002-05 - 2002  
Project Deliverables: PARCS, Parking Consulting

**Miami International Airport #6**

**Miami Airport Authority**  
FGSS (Ferguson Glasgow Architects)  
Miami, FL  
2001-06 - 2002  
Project Deliverables: Feasibility Study, Parking Consulting, Consultant to Architect

**Miami Seaport**

Haskell Company  
Miami, FL  
1999-09 - 2002  
Project Attributes: Developer  
Project Deliverables: Parking Consulting

**Mirador in South Beach**

Charles E. Smith Realty  
Miami Beach, FL  
2001-10 - 2002  
Project Attributes: Developer, Hotel, Residential, Residential Neighborhood  
Project Deliverables: Parking Consulting

**Morton Towers**

Zyscovich, Inc.  
Miami Beach, FL  
1998-02 - 1998  
Number of spaces: 2,000  
Project Attributes: Residential, Residential Neighborhood  
Project Deliverables: Consultant to Architect, Parking Consulting, Functional Design/Consulting

**North Beach 71st Street**

City of Miami Beach  
Miami Beach, FL  
2001-07 - Project Deliverables: Parking Study

**Omni International Mall**

Miami, FL  
1998-07 - 1998  
Number of spaces: 2,700  
Project Attributes: Developer, Retail  
Project Deliverables: Condition Appraisal

**Port of Miami**

Miami, FL

1996-08 - 1996

Project Attributes: Surface lot

Project Deliverables: Parking Consulting,

Functional Design/Consulting

**Shops at Midtown**

Developers Diversified Realty

Miami, FL

2003-08 - 2003

Project Attributes: Developer

Project Deliverables: Parking Consulting

**Shops at Sunset Place**

South Miami FL

2000-01 - 2000

Project Attributes: Developer, Retail

Project Deliverables: Parking Study, Queuing  
& Level of Service Analysis

**South Miami Hospital**

Miami, FL

1997-05 - 1997

Project Deliverables: Parking Study, Parking Management  
Analysis, Supply/Demand Study

**Sunset Place Shops**

Simon Property Group

Coral Gables, FL

2000-01 - 2000

Number of spaces: 1,700

Project Attributes: Developer, Retail

Project Deliverables: Parking Study, Parking  
Operations Analysis, Queuing & Level of Service Analysis

**The Floridan Parking Structure**

Gumenick Properties

Miami, FL

1997-10 - 1997

Project Attributes: Developer, Hotel

Project Deliverables: Parking Consulting

**The Latin Quarter**

Miami, FL

1986

Project Deliverables: Market & Feasibility Analysis,  
Parking Study

**West Avenue Parking Structure**

Gumenick Properties

Miami Beach, FL

2000-09 - 2002

Construction costs: \$8,663,450

Number of levels: 6.0

Number of spaces: 695

Project Attributes: CIP Floor, Developer, Retail,

Retail at grade, Stucco facade finish

Project Deliverables: Prime Design

**West Avenue Study**

Gumernick Properties

Miami Beach, FL

1998-05 - 1998

Project Deliverables: Parking Study, Feasibility  
Study, Supply/Demand Study

## C. Project Team

### ZYSCOVICH, INC.

#### **Bernard Zyscovich, AIA**

Principal-in-Charge

Registration: State of Florida /1977/#7410

NCARB Certification #26130

#### EDUCATION

Bachelor of Architecture, 1971

Pratt University, New York

Special Study in Urban Design/Universita' Di Architettura, Venice, Italy/1969

#### EXPERIENCE

In private practice for over 25 years, Bernard Zyscovich has designed a broad scope of projects in both the public and private sectors. His firm has received numerous national and local design awards and has been widely published in prestigious periodicals such as Architectural Digest, Interior Design and Architecture. Mr. Zyscovich has served on the Miami Beach Design Review Board and is a Past Chairman of the Miami Design Preservation League, a local historic preservation group responsible for establishing the Art Deco District of Miami Beach. He currently serves on the City of Miami Urban Design Review Board. Honored in 1999 as Outstanding Architect of the Year by the Miami Chapter of the American Institute of Architects, he was also presented with the Honor Award for Excellence in Architecture for his work on the Lincoln Cinema, and the Chapter's first-ever Honor Award for Excellence in Urban and Regional Design for the Anchor Place.

Representative projects include:

- 2,000-Car Parking Facility, The Flamingo, Miami Beach
- 1000-Car Parking Facility I, FIU, Miami
- 1000-Car Parking Facility II, FIU, Miami
- The Mirador Parking Garage, Miami Beach
- 800-Car Garage (Anchor Place) for Loews
- 500-Car Garage Ocean Crest Beach, Hollywood
- 300-Car Garage for Lincoln Cinema & Retail Complex, Miami Beach
- 300-Car Garage for South Beach Shops, Miami Beach
- Parking Garage-1390 Biscayne Bay Residences, Miami
- Parking Garage-Grove Garden Residences, Coconut Grove
- Convention Center Hotel, Miami Beach
- 17th Street Urban Design/Master Plan, Miami Beach
- 79th Street Urban Plan, Miami
- Miami River Urban Site Studies, Miami

### ZYSCOVICH, INC.

#### **Ray Lastra**

Project Manager

#### EDUCATION

University of Miami, 1994-1997; Bachelor of Architecture, 1997

Boston Architecture Center, 1993

Miami-Dade Community College, 1991-1992

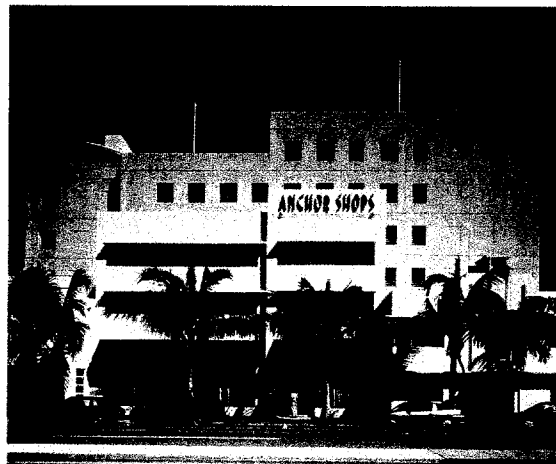
#### EXPERIENCE

Ramon Lastra has been involved in all phases of architectural design and project management for a variety of public and private clients, including Charles E. Smith/Archstone, Codina Development, Genesis Homes, Heftler Holdings and AIMCO. His experience encompasses a wide variety of project types such as parking, maintenance, office buildings, hospitality, historic preservation, single and multi-family residential facilities.

Mr. Lastra specialized experience includes client relations, survey and analysis of existing facilities, property condition surveys for lenders, project management and construction administration and supervision.

Representative Projects include:

- 2,000-Car Parking Facility, The Flamingo, Miami Beach
- 500-Car Garage Ocean Crest Beach, Hollywood
- The Mirador Parking Garage, Miami Beach
- 300-Car Garage for South Beach Shops, Miami Beach
- Bal Harbour Highrise Renovations, Bal Harbour
- Royal Marco, Midrise Development, Marco Island
- Deering Bay, Midrise and Townhouse Development, Miami





## ZYSCOVICH, INC.

### Suria Yaffar

Project Architect- Design

#### EDUCATION

Master of Architecture, 1990,  
Princeton University  
Bachelor of Architecture, 1987,  
University of Miami

#### EXPERIENCE

Ms. Yaffar has worked on a variety of urban design, planning and architecture projects for the firm. As Chief Designer since 1998, she works directly with Bernard Zyscovich on the firm's most significant commissions.

Ms. Yaffar's experience includes project management, project design, project coordination, and service as job captain.

Representative Projects include:

- 2,000-Car Parking Facility, The Flamingo, Miami Beach
- The Mirador Parking Garage, Miami Beach
- 800-Car Garage (Anchor Place) for Loews
- 500-Car Garage Ocean Crest Beach, Hollywood
- 300-Car Garage for Lincoln Cinema & Retail Complex, Miami Beach
- 300-Car Garage for South Beach Shops, Miami Beach
- Parking Garage-1390 Biscayne Bay Residences, Miami
- Parking Garage-Grove Garden Residences Coconut Grove
- 17th Street Urban Design/Master Plan, Miami Beach
- 79th Street Urban Plan, Miami
- Miami River Urban Site Studies, Miami



## ZYSCOVICH, INC.

### Ahmed Alvarez, AIA

Project Architect

Registration: Florida/1990/AR 0014338

#### EDUCATION

University of Miami, 1974-1980; Bachelor of  
Architecture  
Catholic University, Puerto Rico 1972-74

#### EXPERIENCE

Mr. Alvarez has extensive experience as project manager for parking, office and high-rise residential buildings throughout South Florida. He has been involved in all aspects of architectural work from client contact, programming and pre-design services to construction documents and administration. His expertise in dealing with various government agencies assists in expedition of the permit process. His experience also includes on-site supervision encompassing shop drawing review, evaluation of change orders and payment requisitions, and quality control and verification of construction for compliance with the contract documents and specifications. He also is specialized in the survey and analysis of existing facilities, determining appropriate locations for future buildings, analysis of current and future space needs, and work with the Americans with Disabilities Act compliance.

Representative Projects Include:

- 2,000-Car Parking Facility, The Flamingo, Miami Beach
- 1000-Car Parking Facility I, FIU, Miami
- 1000-Car Parking Facility II, FIU, Miami
- The Mirador Parking Garage, Miami Beach
- 800-Car Garage (Anchor Place) for Loews
- 300-Car Garage for Lincoln Cinema & Retail Complex, Miami Beach
- 1390 Biscayne Bay Residences, Miami
- 300-Car Garage for South Beach Shops, Miami Beach
- Parking Garage-Grove Garden Residences, Coconut Grove
- Monterey Condominium, 18 residential floors & 2 parking floors
- Tampico Condominium, 14 residential floors & 2 parking floors
- Royal Marco Point Building III, 10 residential floors & 2 parking floors
- America's Gateway II Office Building
- Bonaker & Leight Office Building

**DONNELL, DUQUESNE & ALBAISA, P.A.**

**Pedro J. DuQuesne, PE**

President  
Structural Engineer

EDUCATION

Bachelor of Science in Civil Engineering  
Louisiana State University - 1971

EXPERIENCE:

Mr. Duquesne has had 30 years of practice as a Structural Engineer. He has designed numerous projects, including institutional, residential, hospitals, parking garages and commercial projects. Some of the recent projects Mr. DuQuesne has been involved with are as follows:

Representative Projects Include:

- Dadeland Mall North Parking Garage
- Dadeland Mall Northeast Parking Garage
- Dadeland North Parking Garage - Extension
- Collection & Parking Garage
- FIU Parking Garage - Phase I
- FIU Parking Garage - Phase II
- City Park Parking Garage
- Miami Beach Police and Court Facilities Parking Garage
- Plaza of The Americas Parking Garage
- Meridian Executive Center Parking Garage
- Anchor Place Parking Garage
- Miami Beach Visitors Parking Garage
- Lindsey Hopkins Parking Garage
- Bill Ussery Motors - Parking Garage
- South Miami Hospital Garage

**DONNELL, DUQUESNE & ALBAISA, P.A.**

**Aida M. Albaisa, PE**

Vice President  
Structural Engineer

EDUCATION

University of Miami 1987 - B.S.C.E.  
University of Miami 1987 - B.S.A.C.

EXPERIENCE

Mrs. Albaisa has had sixteen years of practice as a Structural Engineer. Mrs. Albaisa's design experience involves projects whose structural system includes precast prestressed concrete, cast-in-place concrete and steel framing.

Representative Projects Include:

- Florida International University - Parking Structure
- Anchor Place Parking Garage
- South Miami Hospital - Addition Parking Garage
- Bay view Cadillac - Parking Garage
- City Park Parking Garage
- Pembroke Pines Hospital - Six-Story Addition
- Boca Raton Community Hospital - Ambulatory Care Facility
- Cape Coral Hospital - Tower Expansion
- Miami Beach Visitors Parking Garage

**DONNELL, DUQUESNE & ALBAISA, P.A.**

**Ernesto G. Wong, PE**

Structural Engineer

EDUCATION

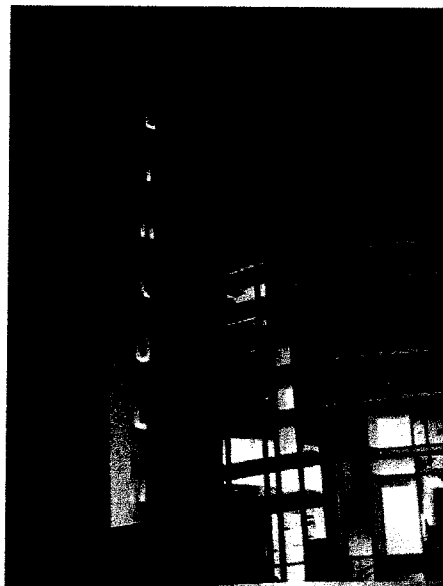
University of Florida 1982 - B.S.C.E.

EXPERIENCE:

Mr. Wong has had twenty years of practice as a Structural Engineer. He has designed and inspected numerous projects, including institutional, residential and commercial projects. Some of the recent projects Mr. Wong has been involved with are as follows:

Representative Projects Include:

- Dadeland Mall North-East Parking Garage
- City Park Parking Garage
- Florida International University - Parking Garage
- 13th Street & Collins Avenue - Parking Complex
- Anchor Place Parking Garage
- Cape Coral Hospital - Emergency Room
- Boca Raton Community Hospital - Ambulatory Care Facility
- Hollywood Memorial Hospital - Infill Building



## TILDEN LOBNITZ COOPER, INC.

### A. Brian Lomel, PE, LEED

Principal  
Mechanical Engineer

#### EDUCATION

Georgia Institute of Technology  
Bachelor of Mechanical Engineering - Cooperative  
Plan  
1985 - 1989

#### EXPERIENCE

As Division Director, Brian brings 15 years experience in all phases of mechanical engineering analysis and design for HVAC, process piping, plumbing (water/wastewater), fire protection systems and thermal energy storage for all building types. Brian excels in all aspects of inter-disciplinary project management including: scope of work development, facility survey/inspections, cost estimating, project coordination, construction administration and project quality and budget control.

Representative Projects Include:

- Port of Miami, Parking Garage
- Florida Atlantic University Parking Garage
- University of Miami Clinical Research Facility, Parking
- Garage and Wellness Center -
- City of Miami Beach Library and parking garage
- U.S. Federal Courthouse and 230 space parking deck
- Aventura Governmental Center/ parking garage
- St. Regis Hotel/ and 476- space parking garage

## TILDEN LOBNITZ COOPER, INC.

### Charles B. Buchanan, PE

Senior Electrical Engineer

#### EDUCATION

Georgia Institute of Technology  
Bachelor of Science in Electrical Engineering  
1991

#### EXPERIENCE

Mr. Buchanan's experience includes the design of complete electrical systems for commercial, institutional, government; and transportation projects. Design typically includes specifications, plans for power delivery from utility and power distribution inside the facility, power and lighting layouts with branch circuit wiring, power one-line diagrams, fire alarm systems for low and high rise, backbone systems for telephone/data/catv/security systems, lightning protection and wiring of the kitchen, elevator pool, laundry and HVAC/plumbing equipment. Related Projects include:

- City of Miami Beach Library
- Aventura Governmental Center

- St. Regis Hotel and condominium, Ft. Lauderdale, Florida
- Vue Condominium Towers/parking garage, Fort Lauderdale, Florida
- Lake Worth Beach Revitalization/ parking facilities, Lake Worth, Florida
- U.S. Federal Courthouse

## TILDEN LOBNITZ COOPER, INC.

### Julia O. Antolin, PE

Mechanical/Plumbing & Fire Protection Engineer

#### EDUCATION

Bachelor of Science in Mechanical Engineering  
University of Havana, Cuba 1973

#### EXPERIENCE

Ms. Antolin has performed projects of different types such as Steam Generators Installation, Cold and Hot Water Supply Systems, Wastewater systems, Treatment of Purification Water, Chemistry Plants and Water Softening Plants. She has overseen the management of installation of: Thermoelectric Blocks, HVAC systems, Plumbing Systems, Fire Protection Systems, turbines, pumping plants and directed vapor power cycle studies

Representative Projects Include:

- Florida International University Parking Garages 3 & 4 -
- University of Miami Clinical Research Building, Garage
- Fairfield Residential Development, Parking Garage
- Miami Beach Library- including four-level parking garage
- U.S. Federal Courthouse/230 space parking deck
- Miami International Airport-GTI Central Collection Plaza/ parking garages including 16 exit lanes, 13 entry lanes

## CURTIS+ ROGERS DESIGN STUDIO, INC.

### Aida M. Curtis ASLA, Principal

Landscape Architect

#### EDUCATION

Texas A & M University, Bachelor of Science in Landscape Architecture.

#### EXPERIENCE

Ms. Curtis has 17 years of experience on a variety of project types including park design, urban design and corporate/commercial design. Ms. Curtis' strong management and technical skills have produced many outstanding projects. She has worked on a number of multidisciplinary teams and has been responsible for producing complex bid packages.

- Florida International University- Parking Garage
- American Airlines Arena; Miami, Florida
- U. S. Federal Courthouse; Miami, Florida

**AIDA M. CURTIS ASLA, PRINCIPAL**

Landscape Architect- (Continued)

- South Miami Downtown Beautification
- Boca Raton Streetscape; Boca Raton, Florida
- The Parrot Jungle and Gardens of Watson Island;
- The Children's Museum; Miami, Florida
- Miami Beach Botanical Garden; Miami Beach, Florida
- The Metrozoo Aviary; Miami-Dade County, Florida
- Watson Island Visitor's Center; Miami, Florida
- Orlando Centroplex; Orlando, Florida
- State Satellite Office Complex; Tallahassee, Florida
- Theater of the Performing Arts; Miami Beach, Florida

**WALKER PARKING CONSULTANTS, INC.****John K. Bushman, PE**President/ CEO  
Structural EngineerEDUCATION

Master of Science in Structural Engineering  
University of Illinois, 1977  
Bachelor of Science in Civil Engineering  
University of Illinois, 1976

EXPERIENCE

John is the President and Chief Operating Officer for Walker Parking Consultants and will serve as Functional Consultant. He has been personally involved in the planning and functional design of over 300 parking facilities throughout the United States. John also has extensive experience in feasibility studies and the restoration of existing parking facilities. Representative Projects Include:

- 4,931 space parking structure, Fort Lauderdale International Airport, Ft. Lauderdale, FL
- 4,000 space parking structure, Luis Munoz Marin International Airport, San Juan, Puerto Rico
- 814 space parking facility, Mobile Infirmary Medical Center, Mobile, AL
- 2,041 space parking structure, New Orleans Centre, New Orleans, LA-IMPC-MERIT AWARD FOR EXCELLENCE IN PARKING DESIGN
- 499 space parking structure, Table Mesa Park-n-Ride, Boulder, CO
- 4,640 space parking structure, Tampa International Airport, Tampa, FL
- 1,033 space parking structure, 1,416 space parking structure, 9,223 space parking structure, University of Arizona, Tucson, AZ
- 9,223 space parking structure, 10,250 space parking structure, Universal Studios Escape, Orlando, FL  
AWARDED: IPI 1997 AWARD OF MERIT, PCI 1998 CREATIVE DESIGN, IPI 2000 AWARD OF MERIT
- 468 space parking structure, Norman Hall-609 space parking structure, O'Connell Sports Center- 895 space parking structure, Health Center- University of Florida, Gainesville, FL, •

**T.Y. LIN INTERNATIONAL/ H.J. ROSS****Charles K. Deeb, PE**

Civil Engineer

Mr. Deeb has 22 years experience in the planning, design and construction of site development projects including numerous parking facilities. Mr. Deeb has been involved in the site design for many parking garages. He designed the site utilities, drainage and grading for the original parking garage at Fort Lauderdale-Hollywood International Airport (Palm Garage). His recent experience includes project management for the site/civil and roadway elements of the proposed parking garage expansion at Palm Beach International Airport. His recent experience in Miami Beach involved management of the site/civil aspects of the West Avenue Parking Garage for Gumenick Properties.

**Mariano O. Valle, PE**

Civil Engineer

Mr. Valle has 13 years of active involvement in a variety of civil/structural engineering projects including parking lots and parking garages. He supervises the structural engineering department and performs quality assurance on civil and structural projects. Mr. Valle developed the Project Book for the Cargo Triangle Parking Garage (three-level) at Miami International Airport. He was also the owner's representative for the new parking garage at Jackson Memorial Hospital.

**CMS CONSTRUCTION MANAGEMENT SERVICES, INC.****Keith (Armon-Phillip) Emery**

Cost Estimating/ Scheduling

EDUCATION

Bachelors degree in Civil Engineering and Construction Management with a higher national certificate (H.N.C.) diploma in quantity surveying and estimating from the University of Lancashire, London, England. Certified construction expert by the courts.

EXPERIENCE

Over thirty years experience which includes parking garages, High rises, offices, condominiums, shopping centers, airport facilities, service stations, homes, townhouses, banks, drainage systems, sewer/water mains, subdivisions, pumping stations, auditoriums/theatres, factories, schools, hospitals & medical facilities, highways, secondary roads, bridges, parks, libraries, country clubs and various local and federal government projects, including public safety facilities, judicial complexes, etc. Related Projects Include:

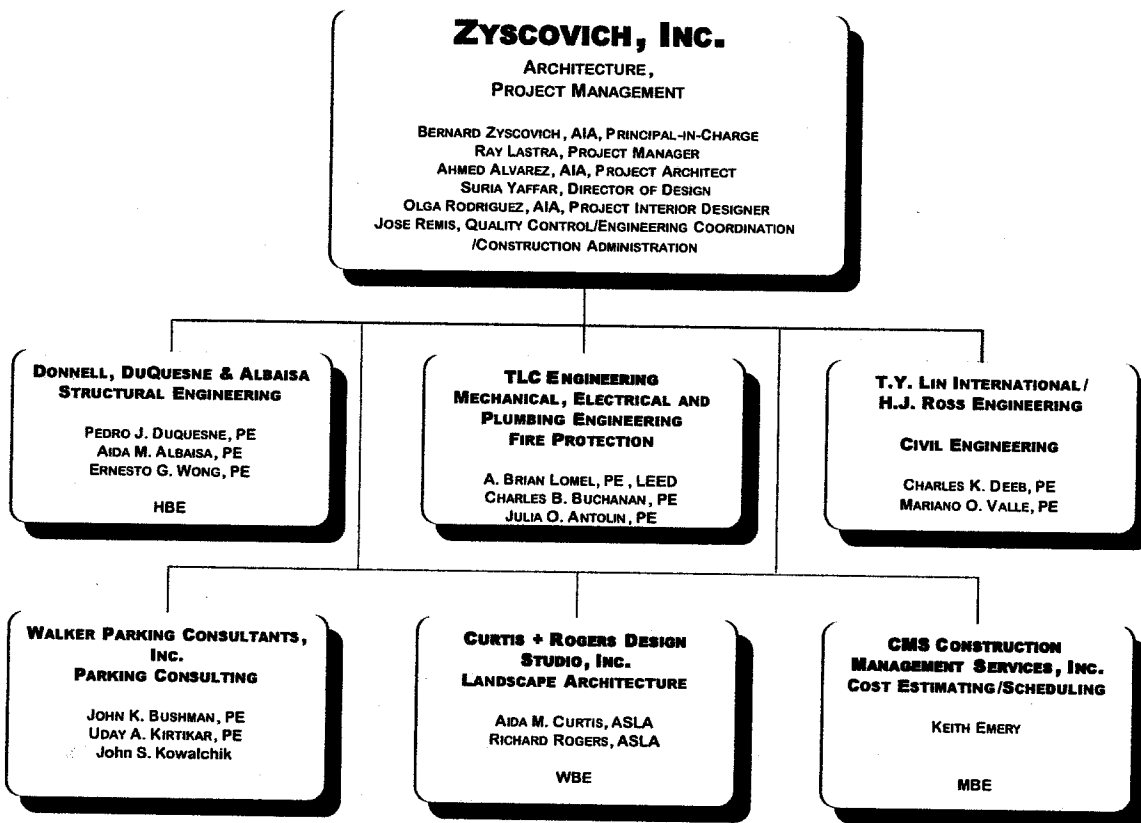
Cost &amp; Quality Consultant for:

- Midport Parking Garage (Port Everglades), Broward County
- Judicial Complex, North Terminal (Ft. Laud Intl. Airport),
- Miami Dade Community College Inter-American Center,
- Concourse F (Miami Intl. Airport), FP&L Auditorium & Training Center,
- Western Communities District Park (Palm Beach), SR 806-W. Atlantic Avenue,
- Orange Bowl Renovations,

# Organizational Chart



## City of Miami Beach A/E Design Services for Municipal Parking Facility on the Current Site of the City Hall Surface Parking Lot



## D. Work Plan

### The Zyscovich Work Plan

ZYSCOVICH, INC. will be responsible for Planning, Architecture, and the overall Project Management for the Parking Garage. We have selected a team of well-qualified consultants to round out our team for Structural, Mechanical, Electrical, Plumbing, and Civil Engineering; Parking; Cost Estimating; and Landscape Architecture.

Our inspiration for design expression grows from an appreciation for context, and an understanding of program. Context includes the understanding of the influences of a physical setting, of the history and culture of an area, and from particular opportunities and constraints that grow from the program. Our expression is a direct result of trying to maximize the social benefits and at the same time minimizing the imposition of the man-made environment on the natural setting.

We are committed to a collaborative approach to planning and design. We believe that collaboration must occur, among all members of the team, at the earliest stages of a project if we are to achieve the full potential of our professional and technical resources.

The first few weeks of a project set the pace and the tenor of its execution. Establishing a firm understanding of the project requirements: its function, delivery, and cost constraints, and developing a realistic management plan to meet these goals, form the foundation of a successful project. Zyscovich, Inc. will organize our team in such a way as to facilitate communications and interchange between the City of Miami Beach and our team. You will have the complete attention of our key staff, who will remain with the project from beginning to end.

#### Key Staff

Principal-in-Charge:	Bernard Zyscovich, AIA
Project Manager:	Ray Lastra
Project Architect:	Ahmed Alvarez, AIA
Director of Design:	Suria Yaffar
Project Interior Designer:	Olga Rodriguez, AIA
Quality Control/Engineering Coordination/ Construction Administration:	Jose Remis

To begin, it is suggested that routine, periodic meetings be established, in Zyscovich, Inc.'s office or at the City. These may be supplemented with interim meetings to discuss specific situations that might arise. The meetings will ensure fluid communication between all parties involved in the project and establish "partnering" amongst all team members.

A crucial component to the success of the project will be managing conflicting opinions and obtaining consensus. As strong believers in consensus building, we solicit input, listen carefully, address stakeholders' fears, concerns, and goals, and hold formal meetings to propose ideas and solutions. Bernard Zyscovich, Principal-in-Charge, will oversee this initial phase to help to solidify a vision for the project. In addition, input and cooperation will be developed through all phases of the project.

Each phase will be developed and coordinated with City of Miami Beach requirements in mind: Review, coordination and reconciliation with City staff will take place throughout each phase, as necessary.

#### Planning

Our advantage here is that, as part of the completed Convention District Master Plan for the City, we reviewed the site and have already done preliminary studies regarding parking requirements for the area. This will facilitate coordinating all entitlement requirements, facilitating engineering issues and identifying site specific elements. In the early stages it is imperative that information flow freely between City staff and Zyscovich assuring that our teams' knowledge is extricated, shared and melded to begin the formation of the new facility.

### **Schematic Design**

The previous work will support the decisions made in arriving at the conceptual solutions. These will be tested and refined to meet the program requirements. Deliverables at the conclusion of this phase will include graphic depictions of the proposed design, a written narrative addressing the program and a conceptual cost estimate. All of these tools will be used as yardsticks to measure the subsequent phases once they have been accepted and approved, setting the tone for the project's development.

In addition to the regularly scheduled team meetings, Zyscovich, Inc. will schedule internal meetings for the coordination of our design team, which will include primary engineers. At this phase the true integration of architecture and interior design begins. Additional deliverables will include fully coordinated schematic design drawings including architectural, furniture, finishes, structural, MEP and outline specifications.

### **Design Development**

In the broad sense, design development is a refinement of the solutions and decisions made in schematic design. The actual intent is to finalize decisions, solve outstanding concerns and move on to documenting the scope of work for bidding and construction.

Throughout this phase, regularly scheduled internal meetings will continue. For example, decisions regarding capacities and locations of all support engineering uses will be made. Quality control is crucial at this phase; therefore, in addition to the 100% set of documents, 30% and 60% DD sets will be issued for review.

At the end of the phase, deliverables will include fully coordinated Design Development drawings and outline specifications including structural, MEP, civil and landscape architecture. Value engineering will continue.

### **Construction Documents**

Upon written approval of the Design Development submission, construction documents begin. Fully coordinated Construction Documents, including structural, MEP, civil, landscape architecture, plus final specifications will be delivered. Multi-disciplinary coordination throughout this phase is crucial.

### **Bidding or Negotiations**

Services will include the review of bids, participation in pre-bid conferences, responses to questions or clarifications from bidders and any value engineering to meet budget.

### **Construction Administrations**

Zyscovich, Inc. prides itself on its construction administration services. Our team not only includes the Project Manager and Project Architect, but also the experience of trained construction professionals: a general contractor, construction engineers and assistants. To keep the constant myriad of information updated and flowing to the required team members, we use Microsoft Project and Expedition for scheduling and documentation.

## Section A-3 Price Proposal

[Not Applicable at This Time]



## Section A-4 Qualifications

**ZYSCOVICH, INC.** is committed to excellence in design and execution of architecture, interior design, and related services. We approach every project with a high regard for regional expression and a commitment to aesthetic and technological innovation. **Established in 1977**, the firm currently employs a staff of 90+, which includes registered architects, interior designers, planners and a licensed general contractor.

Our principal, Bernard Zyscovich, is Past Chairman of the Miami Design Preservation League. Under his watch, the Convention Center District was designated and the Historic Convention Village Redevelopment and Revitalization Area Plan was completed. Ten years later, **ZYSCOVICH, INC.**, successfully completed the update to the Convention Center District Masterplan, which included the vision for the next ten years. The Multi-purpose Municipal Parking Facility is the first project to be implemented in that plan.

As the qualifications in the RFQ will show, **ZYSCOVICH, INC.** has completed significant projects within the Historic District, as well as other locations, all of which involved inventive urban planning and architectural design. Projects on Miami Beach that are significantly relative to this facility are the Anchor Place Shops and Garage, the Lincoln Cinema Garage, The Flamingo Garage, and the Mirador Garage. The Anchor Place project won the **AIA Miami Excellence in Urban Design Award** and the Lincoln Cinema won the **AIA Miami and AIA Florida Excellence in Architecture Awards**.

In our experience with a variety of public sector clients, that include the municipalities of Miami Beach, Miami, Coral Gables and North Lauderdale, we have learned the importance of clear, direct lines of communication. Our firm bases project management on a Principal in Charge with a single Project Manager assigned to the project for its duration. This assures a minimum of two architects that are absolutely knowledgeable in all aspects of the work. It also provides single source responsibility and client interface from the project's beginning through its successful completion. A schedule and budget are developed and strictly followed to assure the project's timely completion.

Documentation which demonstrates our ability to satisfy all of the minimum requirements of this RFQ is located in the Section 2 Technical Proposal component of our submission.



## Section A-5 Respondent Information

### DECLARATION


**TO: City of Miami Beach  
City Hall  
1700 Convention Center Drive  
Procurement Division  
Miami Beach, Florida 33139**

**Submitted this 7th day of November, 2003**

**This undersigned, as Respondent, declares that the only persons interested in this proposal are named herein; that no other person has any interest in this response or in the Contract to which this response pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.**

**The respondent agrees if this response is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the respondent and the City of Miami Beach, Florida, for the performance of all requirements to which the response pertains.**

**The respondent states that the response is based upon the documents identified by the following number: RFQ No. 69-02/03.**

  
SIGNATURE  
BERNARD ZYSCOVICH  
PRINTED NAME  
PRESIDENT  
TITLE (IF CORPORATION)

### **RESPONDENT INFORMATION**

**Submitted by:** \_\_\_\_\_

**Entity:** Zyscovich, Inc.

**Signature:** \_\_\_\_\_

**Name (Typed):** Bernard Zyscovich, AIA, President

**Address:** 100 N. Biscayne Blvd. 27<sup>th</sup> Floor

**City/State:** Miami, FL 33132

**Telephone:** (305) 372-5222

**Fax:** (305) 577-4521

It is understood and agreed by respondent that the City reserves the right to reject any and all responses, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the RFQ or in the responses received as a result of the RFQ. It is also understood and agreed by the respondent that by submitting a response, respondent shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
Bernard Zyscovich, AIA, President  
(Printed Name)

## **QUESTIONNAIRE**

**Respondent's Name:** Zyscovich, Inc.

**Principal Office Address:** 100 N. Biscayne Blvd. 27<sup>th</sup> Floor  
Miami, FL 33132

**Official Representative:** Bernard Zyscovich, AIA, President

**Individual**  
**Partnership**  
**Corporation** X

**If a Corporation, answer this:**

**When Incorporated:** 1976

**In What State:** FL

**President's Name:** Bernard Zyscovich

**Vice President's Name:** Jose Murguido

**Secretary's Name:** Cheryl Jacobs

**Member of Board of Directors:** N/A

**Questionnaire (continued)**

**1. Number of years of relevant experience in operating similar business:**

25

**2. Have any similar agreements held by respondent for a project similar to the proposed project ever been canceled?**

Yes ( )

No ( X )

**3. Has the respondent or any principals of the applicant organization failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years? NO**

**4. Has the respondent or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? NO**

**5. Person or persons interested in this Qualification Form \_\_\_\_\_ (have) X (have not) been convicted by a Federal, State, County or Municipal Court of any violation of, other than traffic violations. To include stockholders over ten percent (10%). (Strike out appropriate words.)**

**Explain any convictions:**

N/A

**6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:**

**A. List all pending lawsuits:**

**Charles E. Smith Residential, a division of Archstone Smith, has filed suit against Zyscovich, Inc. RE: Harbour House, Bal Harbour, FL**

**B. List all judgements from lawsuits in the last five (5) years:**

N/A

**C. List any criminal violations and/or convictions of the respondent and/or any of its principals:**

N/A

**7. Conflicts of Interest. The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this response:**

N/A

**Questionnaire (continued)**

**8. Public Disclosure.** In order to determine whether the members of the Evaluation Committee for this Request for Proposals have any association or relationships which would constitute a conflict of interest, either actual or perceived, with an respondent and/or individuals and entities comprising or representing such respondent, and in an attempt to ensure full and complete disclosure regarding this contract, all Respondents are required to disclose all persons and entities who may be involved with the Proposal. This list shall include public relations firms, lawyers and lobbyists. *The Procurement Division shall be notified in writing if any person or entity is added to this list after receipt of proposals.*

**All involved with this proposal are found listed in the qualifications portion of this RFQ.**

---

**There are no public relations firms, lawyers and/or lobbyists involved.**

---

**9. Vendor Campaign Contribution.**

You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in a corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

**Zyscovich Inc.: Bernard Zyscovich**

**DDA: Pedro DuQuesne, Ramon Donnell, Aida Albaisa**

**TLC: John Douglas Benz**

**HJRA: TYLI Group Ltd.**

**Curtis & Rogers: Aida Curtis, Richard Rogers**

**CMS: Keith Emery**

**Walker Parking: John Bushman**

**b. Individuals or entities (including our sub-consultants) with a controlling financial interest: \_\_\_\_\_ have X have not contributed to the campaign, either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner of City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.**

**Questionnaire (continued)**

The respondent understands that information contained in this Questionnaire will be relied upon by the City in awarding the proposed Agreement and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the respondent, as may be required by the City Manager.

The respondent further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Beach Police Department. By submitting this questionnaire, the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**WITNESSES:**

  
\_\_\_\_\_  
Signature

MARIA ROJAS  
\_\_\_\_\_  
Print Name

(Corporate Seal)

**IF INDIVIDUAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**IF PARTNERSHIP:**

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Address

By

\_\_\_\_\_  
General Partner

\_\_\_\_\_  
Print Name

**IF CORPORATION:**

\_\_\_\_\_  
Zyscovich, Inc.

\_\_\_\_\_  
Print Name of Corporation

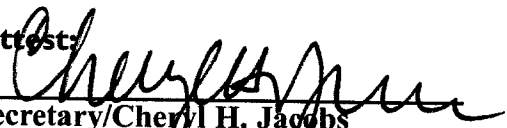
\_\_\_\_\_  
100 N. Biscayne Miami 33132,  
27th Floor, Miami, FL 33132

\_\_\_\_\_  
Address

By

  
\_\_\_\_\_  
President/Bernard Zyscovich, AIA

Attest:

  
\_\_\_\_\_  
Secretary/Cheryl H. Jacobs

## Section A-6 Acknowledgment of Addenda

### REQUEST FOR QUALIFICATIONS NO. 69-02/03 ACKNOWLEDGEMENT OF ADDENDA

**Part I:** Listed below are the dates of issue for each Addendum received in connection with this RFQ:

Addendum No. 1, Dated    October 27, 2003

Addendum No. 2, Dated    October 31, 2003

Addendum No. 3, Dated

Addendum No. 4, Dated

**Part II:**                      No addendum was received in connection with this RFQ.

**Verified with Procurement Staff:**

Kenneth Patterson

11/06/03

Name of Staff

Date

Bernard Zyscovich, AIA

11/06/03

Respondent - Name

Date

  
(Signature)



## Section B Minimum Requirements/Qualifications

### Minimum Requirements/Qualifications

1. As the qualifications in this RFQ will show, **ZYSCOVICH, INC.** has completed several projects within the Historic District, as well as other locations, all of which involved inventive urban planning and architectural design.

Although we have parking projects throughout Miami-Dade County, the following projects on Miami Beach are significantly relative to the proposed facility.

Anchor Place Shops and Garage, Miami Beach  
Lincoln Center Complex and Garage, Miami Beach  
The Flamingo Garage, Miami Beach  
Mirador Garage, Miami Beach  
The 500 Block of Collins, Miami Beach

All of the above projects are multipurpose, are successfully integrated into a dense urban setting, have construction values of \$7M or above, and have been completed within the last five years or are under construction. Details of the projects are outlined in Section A.2.b. Experience.

2. **ZYSCOVICH, INC.** has 11 Florida registered architects. DDA has 7 Florida registered Engineers whose expertise is Structural Engineering.

3. **ZYSCOVICH, INC.** is the lead firm and will be responsible for Planning, Architecture, and the overall Project Management for the Parking Garage.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
01/28/03

## PRODUCER

HRH of South Florida, Inc  
2301 SW 27 Ave  
P O Box 450549  
Miami, FL 33245

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## INSURED

Zyscovich Inc  
100 No. Biscayne Blvd, Suite #2700  
Miami, FL 33132

INSURER A Transportation Insurance Companies  
INSURER B American Casualty Co. of Reading,  
INSURER C  
INSURER D  
INSURER E

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT AMPLIES PER: POLICY PRO-ECT LOC	B2022994932	01/14/03	01/14/04	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND AGG \$1,000,000
<b>E AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY ANY AUTO	B1077233010	01/14/03	01/14/04	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY (EA ACCIDENT) \$ OTHER THAN AUTO ONLY (EA ACC) \$ AGG \$
<b>A EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	B1077123463	01/14/03	01/14/04	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$ \$
<b>A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> OTHER	WC4066650790	01/14/03	01/14/04	WC STATL TOB LIMITS OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS/LOCATION(S)/VEHICLE(S)/EXCLUSIONS ADDED BY ENDORSEMENT(S)/SPECIAL PROVISION(S)

## CERTIFICATE HOLDER

ADDITIONAL INSURED, INSURER LETTER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97) 01 2 #846793/M48750

EXS & ACORD CORPORATION 1988

# Zyscovich Professional Licence Architecture

AC#0764626

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ARCHITECTURE & INTERIOR DESIGN

SEQ#L03012801325

DATE	BATCH NUMBER	LICENSE NBR
01/28/2003	200282043	AAC001431

The ARCHITECT CORPORATION  
Named below IS CERTIFIED  
Under the provisions of Chapter 481 FS.  
Expiration date: FEB 28, 2005

ZYSCOVICH, INC  
100 BISCAYNE BLVD FL 27  
MIAMI FL 331322306

JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR  
SECRETARY

AC#0764405

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ARCHITECTURE & INTERIOR DESIGN

SEQ#L03012801104

DATE	BATCH NUMBER	LICENSE NBR
01/28/2003	200282042	AR0007410

The ARCHITECT  
Named below IS LICENSED  
Under the provisions of Chapter 481 FS.  
Expiration date: FEB 28, 2005

ZYSCOVICH, BERNARD  
ZYSCOVICH, INC.  
100 N BISCAYNE BLVD 27TH FLOOR  
MIAMI FL 33132

JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR  
SECRETARY

Donnell, DuQuesne, Albaisa Professional Licence  
Structural Engineering

State of Florida

Board of Professional Engineers

*Attests that*

Donnell, DuQuesne & Albaisa, P.A.

*Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.*

AUDIT NO.: 0305- 101756

CERTIFICATE OF AUTHORIZATION NUMBER: 00001306

EXPIRATION: FEB 28, 2005

DISPLAY AS REQUIRED BY LAW

State of Florida

Board of Professional Engineers

*Attests that*

Pedro Jose Duquesne, PE

*is licensed as a Professional Engineer under Chapter 471, Florida Statutes.*

EXPIRATION: FEB 28, 2005

AUDIT NO.: 0305- 011632

P.E. NUMBER: 22764

SI NO: 0077

DISPLAY AS REQUIRED BY LAW

## **RESOLUTION TO BE SUBMITTED**

CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A resolution approving Amendment No. 5 to the agreement with Robert A.M. Stern Architects, reallocating \$136,000 from other portions of the agreement, approving additional funding of \$84,000 from the Regional Library project contingency for additional construction administration services to complete the Miami Beach Regional Library project.

**Issue:**

Should the City approve this amendment for additional construction administration services to complete the construction of the Miami Beach Regional Library?

**Item Summary/Recommendation:**

As a result of a time extension on the Regional Library project, Robert A.M. Stern Architects (Stern) requested additional services in the amount of \$414,095. The City found this request to be excessive, and negotiated a final compensation of \$190,000 for additional services from September 24, 2001 to December 31, 2003. An additional allocation of \$10,000 per month for the three months of January to March of 2004 will allow continued services through the completion of the Miami Beach Regional Library project. Amendment number 5 to Stern's contract provides for this increase. Staff recommends approval of this resolution.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1	\$136,000	372-2181	
	2	\$84,000	372-2181	
	3			
	4			
	Total	\$220,000		

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Jorge E. Chartrand, Assistant Director of CIP

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
TH	RCM	

T:\AGENDA\2004\Feb0404\Regular\Amendment #5 to Stern Contract - Summary.doc

AGENDA ITEM

R7C

DATE

2-4-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AMENDMENT NUMBER 5 TO THE ARCHITECTURAL AND ENGINEERING AGREEMENT WITH ROBERT A. M. STERN ARCHITECTS, REALLOCATING \$136,000 FROM OTHER PORTIONS OF THE AGREEMENT, AND ALLOCATING \$84,000 FROM THE REGIONAL LIBRARY PROJECT CONTINGENCY FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES REQUIRED TO COMPLETE THE CONSTRUCTION OF THE MIAMI BEACH REGIONAL LIBRARY.**

### ADMINISTRATION RECOMMENDATION

Approve the resolution.

### FUNDING

Of the total change order amount of \$220,000, \$136,000 will be re-allocated from unspent reimbursable fees in the current contract with Robert A.M. Stern and amendments for which work will not be completed, and \$84,000 will be funded by the project contingency.

### BACKGROUND

In September of 1998, the City entered into an agreement with Robert A.M. Stern Architects (Stern) in the amount of \$1,570,000 for architectural and engineering design services for the Miami Beach Regional Library, a 400-space parking garage, and the master plan for park and streetscape improvements in the area surrounding Collins Park. From the total contract amount, the sum of \$205,000 was allocated for reimbursable expenses.

Since the approval of the original base contract with Stern, four amendments have been issued. Amendment No. 1 increased the Contract by \$72,695 and was approved in June of 1999 for design of the streetscape for the blocks surrounding Collins Park, the parking lot east of Collins Avenue, the Miami City Ballet building and the Regional Library. This amendment also removed the 400-space parking garage and reduced the original agreement by \$200,000.

Amendments No. 2, 3 and 4 were approved in June of 2000. Amendment No. 2 in the amount of \$76,640 provided for the redesign of the back area of the library building and the relocation of mechanical and electrical equipment in the north parking lot. Amendment No. 3 in the amount of \$134,090 provided for design, bidding and construction administration of the portion of Collins Park located west of Collins Avenue. Amendment No. 4 in the amount of \$26,867 provided for additional construction administration services associated with the streetscape work around Collins Park.

The term for the original base contract with Stern lapsed on September 24, 2001 even though Stern had not provided all of the services contemplated in the base agreement. However, the language of the Agreement allows for additional services to Stern beyond this expiration date. Prior to September 24, 2001, Stern provided some services which were additional to the scope in their original Agreement. These services included assistance to the City in preparing documents for the demolition of the existing buildings on site; providing recommendations on bidding and constructing the Fruit Stand parking lot out of sequence; providing information necessary for securing the State Library Grant; redesign of the decorative tiles for the Collins Park Cultural Campus sidewalks as recommended by the Committee; and others. Stern and the City never settled on the costs of these services but they are part of this current recommended proposal.

From September 24, 2001 until the commencement of construction in March 2002, Stern provided a number of project related services which were also not part of the original scope. This included additional design work requested by the City or recommended by the Oversight Committee and accepted by the City; regular attendance at the Collins Park Cultural Campus Oversight Committee monthly meetings beyond those included in their original Agreement; support to staff regarding the acquisition of the property needed for the construction of the Project; recommendations and assistance in developing qualifications for pre-qualifying the prospective bidders on the Project; and others. Stern was also involved in the redesign of certain elements of the project at the request of the City or the Library system, such as the height of the decorative walls around the parking lots; changes in the landscape design requested by the Planning Department; the front entrance circulation desk; and others.

The permitting process for the Project required an inordinate amount of time and lasted from February 2001 to September 2001. The review of the documents required numerous re-submittals and attendance to numerous meetings by the staff of Stern and their sub-consultants. This process was much longer than that envisioned in the original Agreement and required more time than reasonably expected.

The bidding process was also delayed by several bid protests which required additional reviews by Stern of the bid proposals, several meetings and sample project visits and several assessments and recommendations on the appropriateness of the low bidders' proposals and of their qualifications to construct the Project. This process was also longer and more complex than expected and required more effort by Stern and their sub-consultants than could have been envisioned at the time the original Agreement was



executed. Time for these additional involvements and services are included in this recommended proposal as well.

Finally, the construction process has taken longer than originally scheduled and Stern has continued to provide Construction Administration services for the Project. The original construction contract Final Completion was scheduled for August 2003. It is now expected to be completed in March 2004. Approximately \$40,000 of this proposal accounts for the services from August to December 2003. Additionally, \$30,000 is scheduled to cover the period from January 2004 to March 2004 for which Stern will provide Construction Administration services also.

Despite Stern's concerns regarding out-of-scope services and the lapse in time for their Agreement, they have continued to provide services. As is not unusual for many design firms, Stern chose not to raise the issue of fees until February 2003. CIP Staff, assisted by members of the URS Corporation (URS), the City's Program Manager for Parks and Facilities, began a review of Stern's request.

On July 23, 2003 a meeting was held at the Capital Improvement Projects (CIP) Office to discuss an amendment to the Stern contract. The purpose of the discussion was to determine the appropriateness and amount of additional services based on the time extension on the Regional Library project.

At that time, Stern modified their written request received in February and presented several separate requests for additional services amounting to approximately \$75,000 to \$80,000 which, based on Stern's representations, included proper compensation for any of its sub-consultants. After some discussion, the City formalized an offer through URS on September 3, 2003 in the amount of \$80,000. Stern verbally indicated that it felt that this amount appeared reasonable, pending discussion with its sub-consultants. Shortly after, Stern withdrew its verbal acceptance, and on September 17, 2003 submitted a new additional service request to the City in the amount of \$414,095, which would satisfy services through December 15, 2003. A copy of this amended request is attached as Attachment 1.

The City found this request to be excessive, and felt it did not properly substantiate the amount of hours claimed, nor properly identify the nature of the work that was allegedly being performed and billed. During a negotiation meeting held on December 19, 2003, Stern elaborated on the services that were provided, which are alluded to above. After significant discussion and substantiation of services, all parties agreed to an amount of \$190,000 to satisfy Stern's \$414,095 request. The parties also agreed to an additional 3 months of Construction Administration at \$10,000 per month to take the contract through March 31, 2004. City staff negotiated a final amount of \$220,000 to be paid as compensation for the time extension. Of this amount, \$136,000 will be re-allocated from other portions of Stern's contract for which work will not be completed, and \$84,000 will be funded by the contingency for the Regional Library project. The total amount of \$220,000 includes \$190,000 for services from September 24, 2001 to December 31, 2003, out of

scope services provided during the history of the Project, plus an allocation of \$10,000 per month for the three months of January through March of 2004, which will allow Stern to continue providing services through the completion of the Regional Library project.



JMG/RCM/TH/mb

T:\AGENDA\2004\Feb0404\Regular\Amendment #5 to Stern Contract - Memo.doc

460 West 34th Street, New York, NY 10001 Tel 212 967 5100 Fax 212 967 5588

February 25, 2003

Sent by: E-mail and U.S. Mail

Juan Polco, Project Manager  
URS Corporation  
700 S. Royal Poinciana Blvd.  
Suite 1000  
Miami, FL 33166

RECEIVED MAR 03 2003

Robert A.M. Stern Architects

Dear Juan:

You have requested that we provide the following services, which constitute Additional Services, under the terms of our Agreement, dated 16 September 1998, in connection with the scope of work for the Miami Beach Library.

**Description of the Project**

The scope of work is for the Bid and Construction Administration phase for the Basic Architectural / Engineering Services of the Miami Beach Library.

**Project History**

The Basic Service Agreement between the City of Miami Beach and Robert A.M. Stern Architects expired in July 2001 (see section 1.5.9 of Basic Service Agreement). We started and completed the Bid phase from February 2002 to April 2002, and started the Construction Administration phase of the project on April 2002.

**Compensation**

We are requesting additional compensation based on the fact that due to substantial delays in acquiring the site for the library, our labor costs have increased significantly, at an average rate of 7.5% per annum. The rate is applied to the basic fee for the Bid phase of the project of \$56,250 and to the basic fee for the Construction Administration of the project of \$225,000. The original completion date was to be July 2001, and the actual completion date is August 2003, a delay of 2.08 years. Our costs for bidding are therefore  $\$56,250 \times (1.075)^{2.08} = \$65,381.00$  and for construction administration are  $\$225,000 \times (1.075)^{2.08} = \$279,516.00$

**Architectural Fee for Bid Phase**

Project	Fee
Miami Beach Library Escalation	\$ 9,131.00
<hr/>	
<b>TOTAL ADDITIONAL BID FEE</b>	<b>\$9,131.00</b>
<b>TOTAL BID PHASE FEE</b>	<b>\$65,381.00</b>

460 West 34th Street, New York, NY 10001 Tel 212 967 5100 Fax 212 967 5588

Juan Poleo  
Miami Beach Library - Additional Services  
February 25, 2003  
Page 2

Robert A.M. Stern Architects

**Architectural Fee for CA Phase**

Project	Fee
Miami Beach Library Escalation	\$36,524.00
<b>TOTAL ADDITIONAL CA FEE</b>	<b>\$36,524.00</b>
<b>TOTAL CA PHASE FEE</b>	<b>\$261,524.00</b>

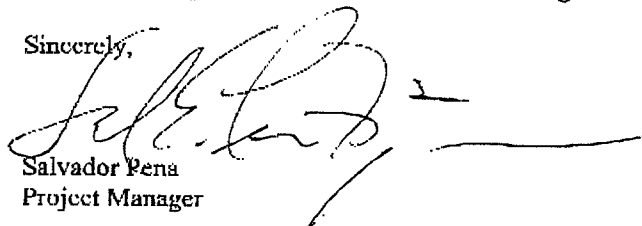
Reimbursable expenses for the CA phase are estimated to be 25% of the additional fee, roughly **\$13,629.00**.

These additional services will be invoiced as provided in our Original Agreement.

If you have any questions regarding this proposal, please do not hesitate to give Alex Lamis or me a call. We would be pleased to discuss it with you in more detail.

With your acceptance as indicated below we can get these services started.

Sincerely,



Salvador Pena  
Project Manager

cc. Robert S. Buford, Managing Partner  
Alex Lamis, Partner  
file#98011.03/25

Read and Agreed:

**URS Corporation**

By:

\_\_\_\_\_  
(Signature and Title)

Date:

N:\2003\mcr\02-03\MiamiDehLibPoleo CABid\02-25.wpd

A Limited Liability Partnership

460 West 34th Street, New York, NY 10001 Tel 212 967 5100 Fax 212 967 5588

February 25, 2003

Sent by: E-mail and U.S. Mail

Juan Poleo, Project Manager  
URS Corporation  
700 S. Royal Poinciana Blvd.  
Suite 1000  
Miami, Florida 33166

Robert A.M. Stern Architects

Dear Juan:

You have requested that we provide the following services, which constitute Additional Services, under the terms of our Agreement, dated 16 September 1998, in connection with the scope of work for the Miami Beach Library, FF&E.

#### Description of the Project

We have been asked to review and revise the RAMSA *Finalized Furniture Budget* dated January 18<sup>th</sup>, 2000 to reflect the revised FF&E Budget from \$586,064 to \$649,000 and the MDPLs revisions noted in the October 10, 2002 Meeting Minutes & General Comments re MIB furniture (see attached copies). These client revisions in conjunction with an escalation of furniture prices will require us to re-select many of the previously chosen furniture pieces.

#### Project History

In January 18<sup>th</sup> 2000, RAMSA submitted an FF&E package to MDPL for their approval and subsequently the project was put on hold. We started to revise the FF&E package in January 2003, after a delay of 3 years.

#### Compensation

We are requesting additional compensation based on the fact that during the substantial period of time the project was on hold as directed by the City, our labor costs have increased at an average rate of 7.5% per annum. This escalation of our costs has been applied to the original fee for the Interior Design of \$60,000.00. The delay on the project was 3.08 years, so the adjusted fee is  $\$60,000 \times (1.075)^{3.08} = \$74,970.00$ , or an increase of \$14,970 from the original fee.

#### Architectural Fee

Project	Fee
Miami Beach Library Escalation	\$14,970.00

---

**TOTAL ADDITIONAL FF&E FEE \$14,970.00**

**TOTAL FF&E FEE \$74,970.00**

Reimbursable expenses for the project are estimated to be 25% of the fee. Increases to reimbursable expenses for the project are expected to be **\$3,750.00**.

Reimbursable expenses will include the following categories:

460 West 34th Street, New York, NY 10001 Tel 212 967 5100 Fax 212 967 5588

Juan Polco  
Miami Beach Library - Additional Services - FF&E  
February 25, 2003  
Page 2

Robert A.M. Stern Architects

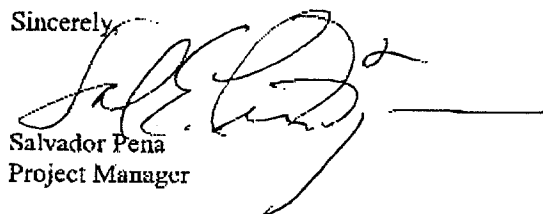
Travel and Accommodations within the continental United States, Plotting, Printing and Photocopying, Photographic Services, In-House Models and Renderings, Telephone, Fax, Courier, and all other out-of-pocket project related costs and disbursements.

These additional services will be invoiced as provided in our Original Agreement.

If you have any questions regarding this proposal, please do not hesitate to give Alex Lamis or me a call. We would be pleased to discuss it with you in more detail.

With your acceptance as indicated below we can get these services started.

Sincerely,



Salvador Pena  
Project Manager

cc. Robert S. Buford, Managing Partner  
Alex Lamis, Partner  
file#98011.03/25

Read and Agreed:

URS Corporation

By: \_\_\_\_\_

(Signature and Title)

Date: \_\_\_\_\_

N:\2003\gncr\02-03\MiamiBldgLibPolco\_FF&E\_02-25.wpl

## Herbert Cannon

---

**From:** Alex Lamis  
**Sent:** Wednesday, September 03, 2003 1:01 PM  
**To:** Rob Buford; Herbert Cannon; Jaime Borrelli (E-mail)  
**Subject:** FW: MIAMI BEACH REGIONAL LIBRARY - Additional Services Proposals

FYI

-----Original Message-----

**From:** Juan\_Poleo@URSCorp.com [mailto:Juan\_Poleo@URSCorp.com]  
**Sent:** Wednesday, September 03, 2003 12:51 PM  
**To:** Alex Lamis  
**Cc:** JorgeChartrand@miamibeachfl.gov; Todd\_Osborn@urscorp.com;  
MauroBurgio@miamibeachfl.gov  
**Subject:** MIAMI BEACH REGIONAL LIBRARY - Additional Services Proposals

Alex:

Pursuant to our phone conversation today, the City of Miami Beach believes that the proposed \$80,000 adjustment to Robert A.M. Stern's contract for labor rates increases, time extensions and any other additional services in question, is reasonable and combined with the remaining funds for Streetscape - Phase 2, should be sufficient to cover CA services thru the completion of the Library project and Streetscape work. At this time no other amounts will be considered.

Please advise how would you like to proceed.

Thanks

Juan A. Poleo  
URS Corporation  
(305) 884-8900 Ext.262

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices, *but not more frequently than once each year.*

1.5.7 An initial payment of *None* Dollars (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable *thirty* ( 30 ) days from the date of the Architect's invoice. Amounts unpaid *sixty* ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of interest agreed upon.)

*Extension*

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within *thirty-six* ( 36 ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

This Agreement entered into as of the day and year first written above.

*[Signature]*

OWNER (Signature)  
Neisen Kasdin, Mayor

*[Signature]*

ARCHITECT (Signature)

ATTEST:

*[Signature]*  
Robert Parcher, City Clerk

Robert S. Buford  
Managing Partner  
(Printed name and title)

CAUTION: You should sign an original AIA document or a licensed reproduction. Originals contain the AIA logo printed in red; licensed reproductions are those produced in accordance with the Instructions to this document.

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

*[Signature]*  
City Attorney

*9/6/98*  
Date

ATTACHMENT No. 1  
319



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STANDARD FORM  
AGREEMENT

The American Institute  
of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292



1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

As described in the Addendum to this Agreement which is attached hereto and incorporated herein.

#### ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Program Verification/Site Development Master Plan	\$ 65,000.00
Basic Architectural/Engineering Services,	\$ 1,125,000.00
Site/Landscape Design	\$ 55,000.00
Interior Design	\$ 60,000.00
Public Reviews	\$ 60,000.00
Reimbursable Expenses - Not-to-exceed	\$ <del>185,000.00</del> 205,000.00

which shall be invoiced in accordance with the following phases:  
15% Schematic Design  
20% Design Development  
40% Construction Documents  
5% Bidding  
20% Construction

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

At the hourly rates described in the Addendum or as may be otherwise determined.

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one and ~~15/100~~ 00/100 ( 1.15 ) times the amounts billed to the Architect for such services, or on such other basis as may be mutually agreed by the parties in accordance with Section 1.3.3.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one and 00/100 ( 1.00 ) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:

Not Applicable



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STANDARD FORM  
AGREEMENT

The American Institute  
of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

ATTACHMENT No. 1

City of Miami Beach  
Mr. Jorge Chartrand  
Capital Improvement Projects Office  
1700 Convention Center Drive  
Miami Beach FL 33139

August 31, 2003  
Invoice No: 00083103

Project No: 09801103

Re: Miami Beach Library - Architect/Engineer Services

Robert A.M. Stern Architects

Professional services from September 1, 2001 to August 31, 2003

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Stern, Robert A.M.	.75	350.00	262.50
Lamis, Alex	83.00	250.00	20,750.00
Anderson, Sharmell	317.50	75.00	23,812.50
Cornell, Virginia	.50	125.00	62.50
Greeson, Kelly	1.00	125.00	125.00
Holzheimer, Nadine	15.00	75.00	1,125.00
Lee, Hyung-Kee	24.50	75.00	1,837.50
Nemitz, Khara	18.50	75.00	1,387.50
Pena-Figueroa, Salvador	317.00	125.00	39,625.00
Soriano, Mike	27.00	125.00	3,375.00
Weber, Michael	3.00	90.00	270.00
Totals	807.25		92,630.00
<b>Total Labor</b>			<b>92,632.50</b>

**Total this invoice \$92,632.50**

ATTACHMENT No. 1

September 10, 2003

Jorge E. Chartrand  
Assistant Director For Capital Improvement Projects  
City of Miami Beach  
Capital Improvement Projects Office  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Robert A.M. Stern Architects

Dear Jorge:

We have been discussing for some time the dollar amount of compensation to be paid to the design team for the schedule extension for the Miami Beach Regional Library project.

According to paragraph 15.9 of our contract with CMB:

If the services covered by this agreement have not been completed within thirty-six (36) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

Paragraph 1.5.2 explicitly states:

...at the hourly rates described in the Addendum or as may be otherwise determined.

A copy of the relevant control provisions of the contract are attached in Section Two.

It seems clear from our reading of the contract that RAMSA and our consultants are entitled to be compensated on an hourly basis once the thirty-six month period outlined in the contract has expired. To that end, we have enclosed our invoice for \$92,632.50 (See Section Two) covering our hourly services from September 1, 2001 through August 31, 2003.

As support for this invoice we have enclosed an employee billing summary in Section Four that summarizes the hours and related billing by employee for the period September 1, 2001 through August 3, 2003. We have also provided in Section Five a billing detail by employee for the same period of time.

Please note that the invoice for \$92,632.50 does not include the hourly services provided by Borrelli & Associates for this same period. We have asked them to prepare a similar analysis and invoice. We will forward that invoice under separate cover.

Since our billing alone totals \$92,632.50, it is difficult for us to accept the \$80,000.00 offer in total settlement, which is included as an E-Mail from the City of Miami Beach in Section Eight. We are asking that you review this analysis and reconsider your position. We look forward to receiving your payment or a written explanation as to why the City of Miami Beach does not agree with this interpretation of our agreement.

ATTACHMENT No. 1

460 West 34th Street, New York, NY 10001 Tel 212 967 5100 Fax 212 967 5588

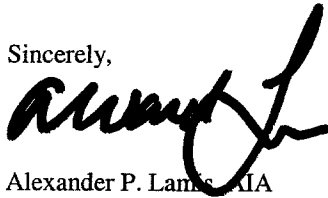
September 10, 2003

Jorge E. Chartrand  
City of Miami Beach  
Capital Improvement Projects Office

Robert A.M. Stern Architects

We look forward to resolving this important matter as soon as possible.

Sincerely,



Alexander P. Lamm, AIA  
Partner

cc:	Juan Poleo	URS
	Mauro Burgio	City of Miami Beach
	Jaime Borrelli	Borrelli and Associates
	Robert S. Buford	
	Herbert Cannon	
	Sal Pena	

ATTACHMENT No. 1

September 17, 2003

Jorge E. Chartrand  
Assistant Director for Capital Improvement Projects  
City of Miami Beach  
Capital Improvement Projects Office  
1700 Convention Center Drive  
Miami Beach, FL 33139

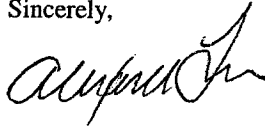
RECEIVED  
SEP 22 PM 4:16  
CITY OF MIAMI BEACH  
CAPITAL IMPROVEMENT PROJECTS  
OFFICE

Robert A.M. Stern Architects

Dear Jorge,

Attached please find a listing of hours spent by Borrelli Associates on the Miami Beach Library project from September 1, 2001 to August 31, 2003. The total cost at Borrelli's hourly rates is \$321,465.00. This serves as a supplement to the enclosed letter dated September 10, 2003. We look forward to speaking with you to resolve this important outstanding issue.

Sincerely,



Alexander Lamis, AIA  
Partner

ATTACHMENT NO. 1



AAR 000711

**BORRELLI & ASSOCIATES**

Architecture • Planning  
Landscape Design  
Interior Design

4960 S.W. 72nd Avenue, Suite 408  
Miami, Florida 33155  
(305) 665-8852

Orlando, Florida  
(407) 678-0888

**MIAMI BEACH REGIONAL LIBRARY**  
**INVOICE FOR SERVICES ON CONTRACT EXTENSION**  
September 1, 2001 to August 31, 2003

Professional Personnel	Hours	Rate	Amount
Jaiine F. Borrelli	161	\$250.00	\$40,250.00
Jim Borrelli	1972	\$125.00	\$246,500.00
Jorge Borrelli	31.25	\$250.00	\$7,812.50
Jeremy Sinckler	249.00	\$75.00	\$18,675.00
Stuart Grant	4.50	\$125.00	\$562.50
Jennifer Bellflower	1.00	\$75.00	\$75.00
Robert Strobcek	16.50	\$90.00	\$1,485.00
Lance Decker	5.50	\$75.00	\$412.50
Ilse Rojas	21	\$75.00	\$1,575.00
Lucina Selva	45.75	\$90.00	\$4,117.50
<b>Totals</b>	<b>2507.5</b>		
<b>Total Labor</b>			<b>\$321,465.00</b>

**BORRELLI & ASSOCIATES**

Architecture • Planning  
Landscape Design  
Interior Design

4960 S.W. 72nd Avenue, Suite 408  
Miami, Florida 33155  
(305) 665-8852

Orlando, Florida  
(407) 678-0888

**Project Detail Report**

Miami Beach Regional Library  
Transactions for 09/2001 - 08/2003

<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Jennifer Belflower	1.00	\$75.00	\$75.00
Jaime E. Borrelli	161	\$250.00	\$40,250.00
Jim Borrelli	1972	\$125.00	\$246,500.00
Jorge Borrelli	31.25	\$250.00	\$7,812.50
Lance Decker	5.50	\$75.00	\$412.50
Stuart Grant	4.50	\$125.00	\$562.50
Ilse Rojas	21	\$75.00	\$1,575.00
Lucina Selva	45.75	\$90.00	\$4,117.50
Jeremy Sinckler	249.00	\$75.00	\$18,675.00
Robert Stroheck	16.50	\$90.00	\$1,485.00
<b>Totals</b>	<b>2507.5</b>		
<b>Total Labor</b>			<b>\$321,465.00</b>



AAC 000711

**BORRELLI & ASSOCIATES**

Architecture • Planning  
Landscape Design  
Interior Design

4960 S.W. 72nd Avenue, Suite 408

Miami, Florida 33155

(305) 665 • 8852

Orlando, Florida

(407) 678 • 0888

**Project Detail Report**

Miami Beach Regional Library  
Transactions for 09/2001 - 08/2003

Name	Payroll Period	Hours	Hrly Amount	Total
Jaime Borrelli	9/16 - 9/30/2001	8	\$250.00	\$2,000.00
Jaime Borrelli	10/16 - 10/31/2001	11	\$250.00	\$2,750.00
Jaime Borrelli	12/1 - 12/15/2001	13	\$250.00	\$3,250.00
Jaime Borrelli	1/16 - 1/31/2002	8	\$250.00	\$2,000.00
Jaime Borrelli	3/16 - 3/31/2002	13	\$250.00	\$3,250.00
Jaime Borrelli	6/1 - 6/15/2002	16	\$250.00	\$4,000.00
Jaime Borrelli	7/16 - 6/31/2002	38	\$250.00	\$9,500.00
Jaime Borrelli	2/16 - 2/28/2003	15	\$250.00	\$3,750.00
Jaime Borrelli	3/16 - 3/31/2003	10	\$250.00	\$2,500.00
Jaime Borrelli	5/1 - 5/15/2003	14	\$250.00	\$3,500.00
Jaime Borrelli	6/1 - 6/15/2003	15	\$250.00	\$3,750.00
<b>Grand Total Jaime Borrelli</b>		<b>161</b>		<b>\$40,250.00</b>
Jim Borrelli	9/1 - 9/15/2001	40	\$125.00	\$5,000.00
Jim Borrelli	9/16 - 9/30/2001	69	\$125.00	\$8,625.00
Jim Borrelli	10/1 - 10/15/2001	52	\$125.00	\$6,500.00
Jim Borrelli	10/16 - 10/31/2001	36	\$125.00	\$4,500.00
Jim Borrelli	11/1 - 11/15/2001	17	\$125.00	\$2,125.00
Jim Borrelli	11/16 - 11/31/2001	45	\$125.00	\$5,625.00
Jim Borrelli	12/1 - 12/15/2001	46	\$125.00	\$5,750.00
Jim Borrelli	12/16 - 12/31/2001	31	\$125.00	\$3,875.00
Jim Borrelli	1/1 - 1/15/2002	18	\$125.00	\$2,250.00
Jim Borrelli	1/16 - 1/31/2002	41	\$125.00	\$5,125.00
Jim Borrelli	2/1 - 2/15/2002	11	\$125.00	\$1,375.00
Jim Borrelli	2/16 - 2/28/2002	6	\$125.00	\$750.00
Jim Borrelli	3/1 - 3/15/2002	8	\$125.00	\$1,000.00
Jim Borrelli	3/16 - 3/31/2002	10	\$125.00	\$1,250.00
Jim Borrelli	4/15 - 4/30/2002	8	\$125.00	\$1,000.00
Jim Borrelli	5/1 - 5/15/2002	33	\$125.00	\$4,125.00
Jim Borrelli	5/16 - 5/31/2002	32	\$125.00	\$4,000.00
Jim Borrelli	6/1 - 6/15/2002	53	\$125.00	\$6,625.00
Jim Borrelli	6/16 - 6/30/2002	64	\$125.00	\$8,000.00
Jim Borrelli	7/1 - 7/15/2002	68	\$125.00	\$8,500.00
Jim Borrelli	7/16 - 6/31/2002	94	\$125.00	\$11,750.00
Jim Borrelli	8/1 - 8/15/2002	9	\$125.00	\$1,125.00
Jim Borrelli	8/16 - 8/31/2002	57	\$125.00	\$7,125.00
Jim Borrelli	9/1 - 9/15/2002	78	\$125.00	\$9,750.00
Jim Borrelli	9/16 - 9/30/2002	77	\$125.00	\$9,625.00
Jim Borrelli	10/1 - 10/15/2002	63	\$125.00	\$7,875.00
Jim Borrelli	10/16 - 10/31/2002	70	\$125.00	\$8,750.00
Jim Borrelli	11/1 - 11/15/2002	76	\$125.00	\$9,500.00
Jim Borrelli	11/16 - 11/30/2002	69	\$125.00	\$8,625.00
Jim Borrelli	12/1 - 12/15/2002	55	\$125.00	\$6,875.00
Jim Borrelli	12/16 - 12/31/2002	42	\$125.00	\$5,250.00
Jim Borrelli	1/1 - 1/15/2003	35	\$125.00	\$4,375.00
Jim Borrelli	1/16 - 1/31/2003	19	\$125.00	\$2,375.00
Jim Borrelli	2/1 - 2/15/2003	18	\$125.00	\$2,250.00
Jim Borrelli	2/16 - 2/28/2003	42	\$125.00	\$5,250.00



Jim Borrelli	3/1 - 3/15/2003	30	\$125.00	\$3,750.00
Jim Borrelli	3/16 - 3/31/2003	46	\$125.00	\$5,750.00
Jim Borrelli	4/1 - 4/15/2003	37	\$125.00	\$4,625.00
Jim Borrelli	4/16 - 4/31/2003	44	\$125.00	\$5,500.00
Jim Borrelli	5/1 - 5/15/2003	49	\$125.00	\$6,125.00
Jim Borrelli	5/16 - 5/31/2003	36	\$125.00	\$4,500.00
Jim Borrelli	6/1 - 6/15/2003	36	\$125.00	\$4,500.00
Jim Borrelli	6/16 - 6/31/2003	30	\$125.00	\$3,750.00
Jim Borrelli	7/1 - 7/15/2003	45	\$125.00	\$5,625.00
Jim Borrelli	7/16 - 7/31/2003	54	\$125.00	\$6,750.00
Jim Borrelli	8/1 - 8/15/2003	37	\$125.00	\$4,625.00
Jim Borrelli	8/16 - 8/31/2003	36	\$125.00	\$4,500.00

<b>Grand Total Jim Borrelli</b>		<b>1972</b>		<b>\$246,500.00</b>
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Jorge Borrelli	11/16 - 11/31/2001	1.5	\$250.00	\$375.00
Jorge Borrelli	6/16 - 6/30/2002	2	\$250.00	\$500.00
Jorge Borrelli	1/1 - 1/15/2003	3.5	\$250.00	\$875.00
Jorge Borrelli	1/16 - 1/31/2003	7	\$250.00	\$1,750.00
Jorge Borrelli	4/1 - 4/15/2003	8	\$250.00	\$2,250.00
Jorge Borrelli	5/1 - 5/15/2003	0.75	\$250.00	\$187.50
Jorge Borrelli	5/16 - 5/31/2003	4.75	\$250.00	\$1,187.50
Jorge Borrelli	10/1 - 10/15/2003	1.5	\$250.00	\$375.00
Jorge Borrelli	7/16 - 7/31/2003	1.25	\$250.00	\$312.50

<b>Grand Total Jorge Borrelli</b>		<b>31.25</b>		<b>\$7,812.50</b>
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Jeremy Sinckler	10/16 - 10/31/2001	47.5	\$75.00	\$3,562.50
Jeremy Sinckler	11/1 - 11/15/2001	3	\$75.00	\$225.00
Jeremy Sinckler	11/16 - 11/31/2001	20	\$75.00	\$1,500.00
Jeremy Sinckler	12/1 - 12/15/2001	8	\$75.00	\$600.00
Jeremy Sinckler	8/1 - 8/15/2002	47.5	\$75.00	\$3,562.50
Jeremy Sinckler	9/16 - 9/30/2002	1	\$75.00	\$75.00
Jeremy Sinckler	12/1 - 12/15/2002	1	\$75.00	\$75.00
Jeremy Sinckler	2/1 - 2/15/2003	3.5	\$75.00	\$262.50
Jeremy Sinckler	2/16 - 2/28/2003	1	\$75.00	\$75.00
Jeremy Sinckler	5/1 - 5/15/2003	0.5	\$75.00	\$37.50
Jeremy Sinckler	5/16 - 5/31/2003	19	\$75.00	\$1,425.00
Jeremy Sinckler	6/16 - 6/31/2003	19	\$75.00	\$1,425.00
Jeremy Sinckler	7/1 - 7/15/2003	26	\$75.00	\$1,950.00
Jeremy Sinckler	7/16 - 7/31/2003	27	\$75.00	\$2,025.00
Jeremy Sinckler	8/1 - 8/15/2003	24	\$75.00	\$1,800.00
Jeremy Sinckler	8/16 - 8/31/2003	1	\$75.00	\$75.00

<b>Grand Total Jeremy Sinckler</b>		<b>249</b>		<b>\$18,675.00</b>
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Stuart Grant	6/1 - 6/15/2003	3.5	\$125.00	\$437.50
Stuart Grant	7/16 - 7/31/2003	1	\$125.00	\$125.00

<b>Grand Total Stuart Grant</b>		<b>4.5</b>		<b>\$562.50</b>
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Jennifer Belflower	11/1 - 11/15/2001	1	\$75.00	\$75.00	
<b>Grand Total Jennifer Belflower</b>		<b>1</b>			<b>\$75.00</b>
Robert Strobeck	6/16 - 6/30/2002	5	\$90.00	\$450.00	
Robert Strobeck	7/1 - 7/15/2002	3	\$90.00	\$270.00	
Robert Strobeck	5/16 - 5/31/2003	5	\$90.00	\$450.00	
Robert Strobeck	6/1 - 6/15/2003	3.5	\$90.00	\$315.00	
<b>Grand Total Robert Strobeck</b>		<b>16.5</b>			<b>\$1,485.00</b>
Lance Decker	6/1 - 6/15/2003	5.5	\$75.00	\$412.50	
<b>Grand Total Lance Decker</b>		<b>5.5</b>			<b>412.5</b>
Ilse Rojas	11/16 - 11/31/2001	9	\$75.00	\$675.00	
Ilse Rojas	5/16 - 5/31/2002	7	\$75.00	\$525.00	
Ilse Rojas	6/1 - 6/15/2002	5	\$75.00	\$375.00	
<b>Grand Total Ilse Rojas</b>		<b>21</b>			<b>\$1,575.00</b>
Lucina Selva	6/16 - 6/30/2002	36.25	\$90.00	\$3,262.50	
Lucina Selva	7/1 - 7/15/2002	6	\$90.00	\$540.00	
Lucina Selva	10/1 - 10/15/2001	1.25	\$90.00	\$112.50	
Lucina Selva	6/1 - 6/15/2003	2.25	\$90.00	\$202.50	
<b>Grand Total Lucina Selva</b>		<b>45.75</b>			<b>\$4,117.50</b>
<b>TOTAL AMOUNT</b>					<b>\$321,465.00</b>

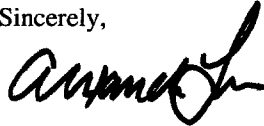
November 11, 2003

Jorge E. Chartrand  
City of Miami Beach  
Capital Improvement Projects Office  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Robert A.M. Stern Architects Dear Jorge,

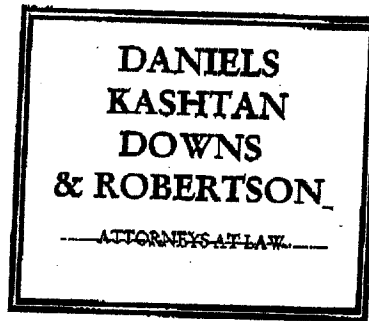
Attached please find a copy of a letter to our office from Daniels Kashton Downs & Robertson dated November 10, 2003. As you can see our subconsultants, Borrelli and Associates, has hired counsel to attempt to collect their additional services requests for the Miami Public Library project. We have previously forwarded this request to you on September 17, 2003, along with an additional services claim by our office. We have repeatedly asked for a response from the City of Miami Beach to these requests. We must have your response immediately.

Sincerely,



Alexander Lamis, AIA  
Partner

Cc: Robert Buford  
Herb Cannon  
Robert Herrmann  
Mario Burgio, CMB  
Juan Poleo, URS

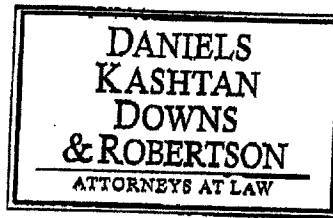


3300 PONCE DE LEON BOULEVARD  
CORAL GABLES, FLORIDA 33134  
TELEPHONE 305-448-7988  
FAX 305-448-7978  
TOLL FREE 888-448-7988

## FACSIMILE COVER SHEET

**Name:** Roberts S. Buford  
**Fax No.:** 212 967-5588  
**Reference No.:** 1353  
**From:** Michael F. Kashtan, Esq.  
**No. of Pages:** 8  
**(Including Cover Sheet)**  
**Date:** November 10, 2003  
**Re:** Borrelli/Miami Beach Regional Library  
**Comments:**

The information contained in this fax may be privileged and /or confidential and is intended only for the use of the recipient or sender. If the message as transmitted has reached you in error and you are not the intended recipient or an agent or employee responsible for delivery to the intended recipient, please be notified that any dissemination, distribution or duplication of this communication is prohibited. If the communication has been received in error, please notify the sender immediately by telephone at (305) 448-7988 and return fax to Daniels, Kashtan, Downs, & Roberston.



RICHARD G. DANIELS  
MICHAEL E. KASHTAN  
JOSEPH W. DOWNS, III  
NEIL P. ROBERTSON  
ALBERT E. BLAIR  
WALLACE C. MAGATHAN  
TRACEY A. WRIGHT  
JOSE B. RODRIGUEZ  
JOSEPH G. WEISS, JR.  
LAWRENCE E. MARGOLIS

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LORNE E. BERKELEY  
RICARDO J. MORALES-GOMEZ  
WILLIAM T. BRADY, JR.  
JOSEPH A. SORCE  
JEREMY C. DANIELS  
MADELYN S. LOZANO  
WILLIAM P. CONVEY  
JORGE L. CRUZ

CERTIFIED RETURN RECEIPT  
REQUESTED NO. 7002 2030 0000 7359 5863

November 10, 2003

VIA FAX 212 967-5588

Robert S. Buford  
Managing Partner  
Robert A.M. Stern Architects  
460 West 34 Street  
New York, New York 10001

Re: Borrelli Claim for Additional Services/Miami Beach Regional Library

Dear Mr. Buford:

Please be advised that the undersigned has been retained to represent Borrelli & Associates regarding the above referenced matter.

On or around January 16, 1999, Robert A.M. Stern Architects and Borrelli & Associates Architects, Planners, P.A. entered into a Standard Form of Agreement between Architect and Consultant, AIA Document C141-1997. Pursuant to Article 5 of this Agreement, the Consultant, Borrelli & Associates, (hereinafter "Borrelli") is entitled to an adjustment in compensation for additional services which were provided due to circumstances beyond the consultant's control. As of this date, Borrelli calculates that they have provided additional services totaling \$321,465. (Exhibit "A")

Circumstances resulting in Borrelli providing these additional services include, but are not limited to, the following: The Original Permit Drawings were lost by the City of Miami Beach (hereinafter "CMB") Building Department during the project's site acquisition period; the Fire Department's frequent changes of code interpretation and addition of code

requirements, requiring numerous, unanticipated meetings with the CMB Fire Department prior to permit sign-off; the loss of the original drainage calculations by the CMB during the project's site acquisition period, requiring re-submission of drawings and calculations to DERM; an eleven month delay by the City in providing signed and sealed project site surveys; the late resolution of parking requirements in May 2002; CMB's eight month delay in providing a sewer allocation letter as required by DERM and Building Departments; the CMB's delay in providing the required asbestos survey for the buildings to be demolished; Zoning Department delay in signing off on Library's permit due to non-resolution of CMB's payment of impact fee, and other delays attributable to the CMB Building Department's bureaucratic mis-handlings and outdated procedures.

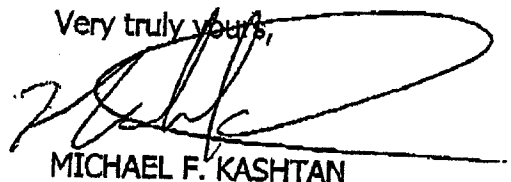
As previously referenced, these delays, which resulted from circumstances beyond Borrelli's control, entitle Borrelli to compensation for the additional services provided for the Miami Beach Regional Library Project. These additional fees are consistent with the totals of which Robert A.M. Stern Architects had been notified on or around January 6, 2003, prior to Borrelli providing many of these services. (See attached Exhibit "B").

Therefore, pursuant to the terms of the agreement between Robert A.M. Stern Architects and Borrelli & Associates Architects, Planners, P.A., and all applicable laws, demand is hereby made for the full payment for the additional services which have been provided by Borrelli & Associates.

Your immediate attention to the above referenced matter is requested.

Should you have any questions or comments, do not hesitate to contact me.

Very truly yours,



MICHAEL F. KASHTAN

MFK/sm

cc: Jaime Borrelli

Borrelli\Miscellaneous\Stern.ltr



AAC 000711

**BORRELLI & ASSOCIATES**

Architecture • Planning  
Landscape Design  
Interior Design

4960 S.W. 72nd Avenue, Suite 408  
Miami, Florida 33155  
(305) 665 • 8852

Orlando, Florida  
(407) 678 • 0888

**Project Detail Report**

**Miami Beach Regional Library**  
**Transactions for 09/2001 - 08/2003**

Name	Payroll Period	Hours	Hrly Amount	Total
Jaime Borrelli	9/16 - 9/30/2001	8	\$250.00	\$2,000.00
Jaime Borrelli	10/16 - 10/31/2001	11	\$250.00	\$2,750.00
Jaime Borrelli	12/1 - 12/15/2001	13	\$250.00	\$3,250.00
Jaime Borrelli	1/16 - 1/31/2002	8	\$250.00	\$2,000.00
Jaime Borrelli	3/16 - 3/31/2002	13	\$250.00	\$3,250.00
Jaime Borrelli	6/1 - 6/15/2002	16	\$250.00	\$4,000.00
Jaime Borrelli	7/16 - 6/31/2002	38	\$250.00	\$9,500.00
Jaime Borrelli	2/16 - 2/28/2003	15	\$250.00	\$3,750.00
Jaime Borrelli	3/16 - 3/31/2003	10	\$250.00	\$2,500.00
Jaime Borrelli	5/1 - 5/15/2003	14	\$250.00	\$3,500.00
Jaime Borrelli	6/1 - 6/15/2003	15	\$250.00	\$3,750.00
<b>Grand Total Jaime Borrelli</b>		<b>161</b>		<b>\$40,250.00</b>
Jim Borrelli	9/1 - 9/15/2001	40	\$125.00	\$5,000.00
Jim Borrelli	9/16 - 9/30/2001	69	\$125.00	\$8,625.00
Jim Borrelli	10/1 - 10/15/2001	62	\$125.00	\$6,500.00
Jim Borrelli	10/16 - 10/31/2001	36	\$125.00	\$4,500.00
Jim Borrelli	11/1 - 11/15/2001	17	\$125.00	\$2,125.00
Jim Borrelli	11/16 - 11/31/2001	45	\$125.00	\$5,625.00
Jim Borrelli	12/1 - 12/15/2001	46	\$125.00	\$5,750.00
Jim Borrelli	12/16 - 12/31/2001	31	\$125.00	\$3,875.00
Jim Borrelli	1/1 - 1/15/2002	18	\$125.00	\$2,250.00
Jim Borrelli	1/16 - 1/31/2002	41	\$125.00	\$5,125.00
Jim Borrelli	2/1 - 2/15/2002	11	\$125.00	\$1,375.00
Jim Borrelli	2/16 - 2/28/2002	6	\$125.00	\$750.00
Jim Borrelli	3/1 - 3/15/2002	8	\$125.00	\$1,000.00
Jim Borrelli	3/16 - 3/31/2002	10	\$125.00	\$1,250.00
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Jim Borrelli	5/1 - 5/15/2002	33	\$125.00	\$4,125.00
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Jim Borrelli	6/16 - 6/30/2002	64	\$125.00	\$8,000.00
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Jim Borrelli	8/1 - 8/15/2002	9	\$125.00	\$1,125.00
Jim Borrelli	8/16 - 8/31/2002	57	\$125.00	\$7,125.00
Jim Borrelli	9/1 - 9/15/2002	78	\$125.00	\$9,750.00
Jim Borrelli	9/16 - 9/30/2002	77	\$125.00	\$9,625.00
Jim Borrelli	10/1 - 10/15/2002	63	\$125.00	\$7,875.00
Jim Borrelli	10/16 - 10/31/2002	70	\$125.00	\$8,750.00
Jim Borrelli	11/1 - 11/15/2002	76	\$125.00	\$9,500.00
Jim Borrelli	11/16 - 11/30/2002	69	\$125.00	\$8,625.00
Jim Borrelli	12/1 - 12/15/2002	55	\$125.00	\$6,875.00
Jim Borrelli	12/16 - 12/31/2002	42	\$125.00	\$5,250.00
Jim Borrelli	1/1 - 1/15/2003	35	\$125.00	\$4,375.00
Jim Borrelli	1/16 - 1/31/2003	19	\$125.00	\$2,375.00
Jim Borrelli	2/1 - 2/15/2003	18	\$125.00	\$2,250.00
Jim Borrelli	2/16 - 2/28/2003	42	\$125.00	\$5,250.00

Jim Borrelli	3/1 - 3/15/2003	30	\$125.00	\$3,750.00
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Jim Borrelli	5/16 - 5/31/2003	36	\$125.00	\$4,500.00
Jim Borrelli	6/1 - 6/15/2003	36	\$125.00	\$4,500.00
Jim Borrelli	6/16 - 6/31/2003	30	\$125.00	\$3,750.00
Jim Borrelli	7/1 - 7/15/2003	45	\$125.00	\$5,625.00
Jim Borrelli	7/16 - 7/31/2003	54	\$125.00	\$6,750.00
Jim Borrelli	8/1 - 8/15/2003	37	\$126.00	\$4,625.00
Jim Borrelli	8/16 - 8/31/2003	36	\$125.00	\$4,500.00
<b>Grand Total Jim Borrelli</b>		<b>1972</b>		<b>\$246,500.00</b>
Jorge Borrelli	11/16 - 11/31/2001	1.5	\$250.00	\$375.00
Jorge Borrelli	6/16 - 6/30/2002	2	\$250.00	\$500.00
Jorge Borrelli	1/1 - 1/15/2003	3.5	\$250.00	\$875.00
Jorge Borrelli	1/16 - 1/31/2003	7	\$250.00	\$1,750.00
Jorge Borrelli	4/1 - 4/15/2003	9	\$250.00	\$2,250.00
Jorge Borrelli	5/1 - 5/15/2003	0.75	\$250.00	\$187.50
Jorge Borrelli	5/16 - 5/31/2003	4.75	\$250.00	\$1,187.50
Jorge Borrelli	10/1 - 10/15/2003	1.5	\$250.00	\$375.00
Jorge Borrelli	7/16 - 7/31/2003	1.25	\$250.00	\$312.50
<b>Grand Total Jorge Borrelli</b>		<b>31.25</b>		<b>\$7,812.50</b>
Jeremy Sinckler	10/16 - 10/31/2001	47.5	\$75.00	\$3,562.50
Jeremy Sinckler	11/1 - 11/15/2001	3	\$75.00	\$225.00
Jeremy Sinckler	11/16 - 11/31/2001	20	\$75.00	\$1,500.00
Jeremy Sinckler	12/1 - 12/15/2001	8	\$75.00	\$600.00
Jeremy Sinckler	8/1 - 8/15/2002	47.5	\$75.00	\$3,562.50
Jeremy Sinckler	8/16 - 8/30/2002	1	\$75.00	\$75.00
Jeremy Sinckler	12/1 - 12/15/2002	1	\$75.00	\$75.00
Jeremy Sinckler	2/1 - 2/15/2003	3.5	\$75.00	\$262.50
Jeremy Sinckler	2/16 - 2/28/2003	1	\$75.00	\$75.00
Jeremy Sinckler	5/1 - 5/15/2003	0.5	\$75.00	\$37.50
Jeremy Sinckler	5/16 - 5/31/2003	19	\$75.00	\$1,425.00
Jeremy Sinckler	6/16 - 6/31/2003	19	\$75.00	\$1,425.00
Jeremy Sinckler	7/1 - 7/15/2003	26	\$75.00	\$1,950.00
Jeremy Sinckler	7/16 - 7/31/2003	27	\$75.00	\$2,025.00
Jeremy Sinckler	8/1 - 8/15/2003	24	\$75.00	\$1,800.00
Jeremy Sinckler	8/16 - 8/31/2003	1	\$75.00	\$75.00
<b>Grand Total Jeremy Sinckler</b>		<b>249</b>		<b>\$18,675.00</b>
Stuart Grant	6/1 - 6/15/2003	3.5	\$125.00	\$437.50
Stuart Grant	7/16 - 7/31/2003	1	\$125.00	\$125.00
<b>Grand Total Stuart Grant</b>		<b>4.5</b>		<b>\$562.50</b>



Jennifer Belflower	11/1 - 11/15/2001	1	\$75.00	\$75.00	
<b>Grand Total Jennifer Belflower</b>		<b>1</b>			<b>\$75.00</b>
Robert Strobeck	6/16 - 6/30/2002	5	\$90.00	\$450.00	
Robert Strobeck	7/1 - 7/15/2002	3	\$90.00	\$270.00	
Robert Strobeck	5/16 - 5/31/2003	5	\$90.00	\$450.00	
Robert Strobeck	6/1 - 6/15/2003	3.5	\$90.00	\$315.00	
<b>Grand Total Robert Strobeck</b>		<b>16.5</b>			<b>\$1,485.00</b>
Lance Decker	8/1 - 6/15/2003	5.5	\$75.00	\$412.50	
<b>Grand Total Lance Decker</b>		<b>6.5</b>			<b>412.5</b>
Ilse Rojas	11/16 - 11/31/2001	9	\$75.00	\$675.00	
Ilse Rojas	5/16 - 5/31/2002	7	\$75.00	\$525.00	
Ilse Rojas	6/1 - 6/15/2002	5	\$75.00	\$375.00	
<b>Grand Total Ilse Rojas</b>		<b>21</b>			<b>\$1,575.00</b>
Lucina Selva	6/16 - 6/30/2002	36.25	\$90.00	\$3,262.50	
Lucina Selva	7/1 - 7/15/2002	6	\$90.00	\$540.00	
Lucina Selva	10/1 - 10/15/2001	1.25	\$90.00	\$112.50	
Lucina Selva	6/1 - 6/15/2003	2.25	\$90.00	\$202.50	
<b>Grand Total Lucina Selva</b>		<b>45.75</b>			<b>\$4,117.50</b>
<b>TOTAL AMOUNT</b>					<b>\$321,465.00</b>

**Jaime Borrelli**

**From:** Jaime Borrelli [jeborrelli@borrelliarchitects.com]  
**Sent:** Monday, January 06, 2003 6:59 PM  
**To:** Alex Lamis  
**Cc:** Jorge A. Borrelli; Jim E. Borrelli  
**Subject:** Miami Beach Library - Additional Fees

Alex:

Pursuant to our telephone discussion this afternoon regarding our fees for basic architectural services performed on the above referenced project, since September 23 2001 the date of our contract expiration with your firm, to December 31, 2002, we include herein a summary of our man-hour expenses based on the hourly rates stipulated in our agreement for this period of time as follows:

Architectural staff - \$ 136,509.00  
Principal Architect - \$ 25,150.00  
Total for period = \$ 161,659.00

In addition, I have projected our continued involvement from January thru September 23, 2003, ( 9 Months) the currently scheduled end of the construction phase and based on estimated man-hours contemplated to that date, we project the following additional fee amounts:

Architectural staff - \$ 127,070.00  
Principal Architect - \$ 25,000.00  
Total for period = \$ 152,000.00

As you will notice, the total amount is somewhat higher than the amount I quoted you earlier over the phone, the reason being that I had failed to include any time for my participation on the project for the same 9 Months during the construction phase.

In any case, here is our proposed additional fees and if you have any questions and or comments please let me know.

Jaime E. Borrelli, AIA



01/07/2003

December 22, 2003

Tim Hemstreet  
Director, Capital Improvements  
City of Miami Beach  
Capital Improvements Project Office  
1700 Convention Centre Drive  
Miami Beach, Florida 33139

Robert A.M. Stern Architects

Re: Miami Beach Library, RAMSA # 98011

Via Fax: 305-673-7028 and Fed Ex

Dear Tim:

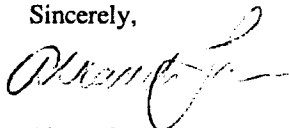
On Friday, December 19, 2003 we met at your offices in Miami Beach to discuss outstanding design additional services requests with respect to delays in the completion of the Miami Beach Public Library project. Attending the meeting were Tim Hemstreet and Jorge Chartrand from the City of Miami Beach, Todd Osborne from program manager URS, Jaime Borrelli and Jim Borrelli from Borrelli and Associates, and Alexander Lamis from Robert A.M. Stern Architects.

The design team presented claims in the amount of \$428,520.50 of which \$92,632.50 is owed to Robert A.M. Stern Architects and \$335,888.00 is owed to Borrelli and Associates based on the design team's understanding of the contract. Robert A.M. Stern Architects claim is detailed in our letter to Jorge Chartrand of September 10, 2003 and Borrelli and Associates claim is based on analysis provided and distributed at the meeting.

After discussion and negotiation with the representatives of the City of Miami Beach, the design team agreed to a settlement of \$190,000 as payment for all claims related to project delays up to and including December 15, 2003. This amount will be due and payable immediately after Commission approval. The design team also agreed to an additional fee of \$30,000 for additional delays anticipated in the project through March 31, 2004. This amount will be billed monthly in the first quarter of 2004. The total amount of the settlement is therefore \$220,000.

Tim Hemstreet said he will recommend this additional service be approved by the Commission at their meeting in early February. If this conforms to the substance of our understanding, please sign and return to me a copy of this letter. On that basis the design team will continue to provide services to the project.

Sincerely,



Alexander Lamis  
Partner

Confirmed as to the substance of negotiation:

By: 

CIP DIRECTOR (Signature and Title)

Date: 12/30/03

cc: All attendees  
Jorge Gonzalez, City Manager, City of Miami Beach  
Robert S. Buford  
Herbert Cannon  
Robert Herrmann

## **RESOLUTION TO BE SUBMITTED**

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, to: a) award a contract to Widell, Inc., as the lowest and best bidder, pursuant to Invitation to the Bid No. 50-02/03, for the construction of the MacArthur Causeway 20-inch Water Main and Terminal Island Water Booster Pump Station (the Project), in the amount of \$2,602,500; b) execute amendment No. 12, in the amount of 287,507, to an existing Agreement between the City and Camp, Dresser and McKee, Inc. (CDM), dated July 21, 1992, to now provide Architectural, Engineering and Construction Administration Services for the Project; and further affirming the Development Regulations, pursuant to Section 142-425(a) of the Land Development Regulations applicable to the Terminal Island Water Booster Pump Station Project site.

**Issue:**

Shall the Commission approve the award of a construction contract to Widell, Inc., for the Project; authorize the execution of Amendment No. 12 to an existing Agreement between the City and CDM; and, affirm the Development Regulations for the Pump Station site?

**Item Summary/Recommendation:**

On October 3, 2003, the City issued the Invitation to Bid No. 50-02/03, and on January 6, 2004, received eight (8) responsive Bids. The CIP Office, with the Procurement Division, and CDM, the City's Consultant for the Project, have evaluated the responses to the Invitation to Bid, and determined that Widell, Inc., is the lowest and best bidder.


Concurrent with the recommendation to award the construction contract to Widell, Inc., the Administration recommends the approval of Amendment No. 12 to an existing Agreement between the City and CDM dated July 21, 1992, to provide the necessary Architectural, Engineering and Construction Administration (CA) Services for the Project. Said Agreement with CDM shall commence with the award and execution of the construction contract for the Project, and CA Services will be provided concurrently with the construction, for a period of up to twenty (20) months.

Pursuant to Section 142-425(a) of the Land Development Regulations, the Planning Department staff made its recommendation, to the DRB, for the development of the Terminal Island Water Booster Pump Station Project site. On March 18, 2003, the Project was approved by the DRB.

**Advisory Board Recommendation:**

N/A


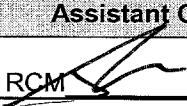

**Financial Information:**

Source of Funds:   Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Carla Dixon, Ext 6264.

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
TH 	RCM 	JMG 

AGENDA ITEM R7D

DATE 2-4-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO AWARD A CONTRACT TO WIDELL, INC., AS THE LOWEST AND BEST BIDDER, PURSUANT TO THE INVITATION TO BID NO. 50-02/03, FOR THE CONSTRUCTION OF THE MACARTHUR CAUSEWAY 20-INCH WATERMAIN AND TERMINAL ISLAND WATER BOOSTER PUMP STATION (THE PROJECT), IN THE AMOUNT OF \$2,602,500; AND, FURTHER AFFIRMING THE DEVELOPMENT REGULATIONS, PURSUANT TO SECTION 142-425(a) OF THE LAND DEVELOPMENT REGULATIONS APPLICABLE TO THE TERMINAL ISLAND WATER BOOSTER PUMP STATION PROJECT SITE; CONVEYED BY FDOT TO THE CITY OF MIAMI BEACH FOR THE CONSTRUCTION OF A PUMP STATION AND CONVERTED TO GOVERNMENT USE (GU) DISTRICT, PURSUANT TO SECTION 142-425(a) OF THE CODE OF THE CITY OF MIAMI BEACH.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 12 IN THE AMOUNT OF \$287,507, TO AN EXISTING AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND CAMP, DRESSER & MCKEE, INC. (CDM), DATED JULY 21, 1992, TO NOW PROVIDE ARCHITECTURAL, ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE PROJECT.

### **ADMINISTRATION RECOMMENDATION:**

To Adopt the Resolution.

### **FUNDING:**

Funding for this Project in the amount of \$4,003,870 is available from the \$59 Million Water and Sewer Bond-Fund 423, 424, 426, and 351 as follows:

**Estimated Total Project Cost**

<b>Description</b>	<b>Fund</b>	<b>Amount</b>
A/E Planning, Design & Add'tl Services, & Permitting Fees	426	\$ 316,293
CIP Project Management Fee	426	\$ 190,281*
Construction Cost (Widell Bid)	244, 426	\$2,602,500
Project Contingency	244, 426	\$ 260,250
Construction Administration Services (CDM)	244, 426	\$ 287,507
Special Inspections Testing, Permitting & Other Project Costs	244, 426	\$ 42,900
Additional Allowance for Project Expenses (incl. parking, and site constraints)	426	\$ 304,139
<b>Total</b>		<b>\$4,003,870</b>

From the above stated funding, a total of \$323,328 has been committed and paid to date as follows:

- \$316,293, for A/E planning, design, Additional Services, and permitting
- \$7,035 for CIP Project Management Fee \*

In addition, in order to complete the Project, the following has been budgeted:

- \$183,246 for the balance of the CIP Management Fee \*
- \$2,602,500 for the Construction Contract with Widell
- \$260,250 for the Project Contingency
- \$287,507 for the Construction Administration Services (CDM Amend. No. 12)
- \$304,139 for Special Inspections, Testing & Other Project Expenses (incl. site constraints)

**ANALYSIS:**

On July 8, 1992, the Mayor and City Commission adopted Resolution 92-20540, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Camp, Dresser and McKee, Inc. (CDM), to provide architectural and engineering services for the upgrade of the sewer and water pumping stations, and to design a new Water Booster Pump Station, to be located south of the MacArthur Causeway. The Agreement provided for the work to be performed in three Phases: 1- Preliminary Design, 2 - Final Design, and 3 - Services during Construction.

The proposed Pump Station, to be located at Terminal Island, South of the MacArthur Causeway is designed to increase the water pressure to Miami Beach, remedy the less than optimum pressure condition that exists, and meet the increasing demands for water in the City's South District.

In September 1993, CDM essentially completed the Preliminary Design Phase for the new Pump Station. However, due to spatial constraints, the building footprint was relocated eastward of the existing site. This relocation resulted in changes to the piping configuration and Additional Services to CDM to perform the additional work.

On April 6, 1994, upon completion of the Preliminary Design Phase of the Project, the City Commission authorized CDM to provide Final Design Services for the Pump Station, in accordance with the recommendations stated in the Terminal Island Water Booster Station Preliminary Design Phase Report dated 1994.

On June 6, 1995, the Pump Station Design, prepared by Zyscovich, Inc., was presented to, and approved by the Design Review Board (DRB). The proposed facility consisted of the installation of three (3) pumps within a structure, comprised of three (3) glass walls and one (1) poured concrete wall. Following the approval by the DRB, CDM proceeded with the Design Development of the proposed Pump Station, which was essentially completed in 1996. However, the one (1) year term of the DRB approval expired on June 6, 1996. The Pump Station construction was delayed for two reasons. First, the City's negotiations to obtain the land rights from the Florida Department of Transportation (FDOT), the land Owner, took longer than anticipated; and was finally granted in October 1999. Second, the City decided not to design the extension of the 20-inch Water Main on the MacArthur Causeway with in-house staff, which also contributed to the delays. The Pump Station portion was bid as Alternate No. 3 in the Bid awarded to Felix Equities, in February 1999, for the Water and Wastewater Pump Stations Upgrades Project. However, the alternate was not awarded to Felix Equities Inc., because of the land ownership issue and due to the decision to combine the Pump Station with the associated 20-inch Water Main, (the Project).

In 2000, the City formally re-packaged the Pump-Station into a new stand alone project with the inclusion of approximately 2,600 linear feet of 20-inch water main from the Booster Station to the mainland, and east to Alton Road. The revised Scope of Work for the construction documents included the relocation of the Pump Station to the land granted to the City by FDOT; the Civil, Mechanical, HVAC, Electrical, Structural, and Architectural components of the Project; design the 20-inch water main on the north side of the MacArthur Causeway from the Terminal Island stub-out to the 20-inch water main on West Avenue; and had to include Geotechnical investigations and Survey. From 2000 to 2003 the project was in the design process which included several modifications as well as adjustments to the relocation of the building and re-submittals to the DRB.

### **Bid Analysis:**

On July 11, 2003, the Project permits and pre-approvals were obtained. On October 3, 2003, Invitation to Bid No. 50-02/03 was issued by the City, via BidNet, for the construction of the 20-inch Water Main on the MacArthur Causeway and Terminal Island Water Booster Pump Station Project. A Pre-Bid Conference was held on October 21, 2003. Subsequently, four Addenda were issued to address the numerous questions from prospective bidders. One of the Addenda also postponed the Bid-opening date to January 6, 2004. Notices were sent to prospective bidders, resulting in the City's receipt of eight (8) responsive bids, on January 6, 2004, as follows:



### BID TABULATION

<b>Company</b>	<b>Lump Sum 1 (Terminal Island Pump Station)</b>	<b>Lump Sum 2 (20-inch Water Main)</b>	<b>Lump Sum 3 (Site Landscaping)</b>	<b>Grand Total</b>
<b>Widell, Inc.</b>	\$2,013,200.00	\$564,800.00	\$24,500.00	<b>**\$2,602,500.00</b>
<b>MCM</b>	\$2,070,000.00	\$634,000.00	\$20,200.00	<b>\$2,733,200.00</b>
<b>Metro Equipment Service, Inc.</b>	\$1,516,500.00	\$1,245,000.00	\$5,000.00	<b>\$2,766,500.00</b>
<b>Intrastate Construction Corp.</b>	\$2,093,232.00	\$788,883.00	\$7,585.00	<b>\$2,889,700.00</b>
<b>The Tower Group</b>	\$2,071,000.00	\$812,650.00	\$9,600.00	<b>\$2,893,250.00</b>
<b>Globetec Construction</b>	\$2,216,000.00	\$820,000.00	\$15,000.00	<b>\$3,051,000.00</b>
<b>Gilbert Southern Corp.</b>	\$2,216,000.00	\$820,000.00	\$15,000.00	<b>\$3,051,000.00</b>
<b>Danella Companies, Inc.</b>	\$3,189,662.00	\$1,603,894.00	\$53,148.00	<b>\$4,846,704.00</b>

\*\* Bid Amount may be reduced (by \$104,000) to \$2,498,500 if Widell, Inc., is issued the two Notices-to-Proceed simultaneously on both the MacArthur Causeway 20-inch Water Main Project, and the Waste Water Pump Stations Upgrade Project (awarded on January 14, 2004).

The CIP Office, with the Procurement Division, and CDM, the City's Consultant, have evaluated the responses to the Invitation to Bid No. 50-02/03 (Attachment "A"), and determined that Widell, Inc., is the lowest and best bidder.

Widell is also the Contractor selected to complete the Water and Waste Water Pump Station Upgrades Project, previously undertaken and defaulted on by Felix Equities, Inc. (FEI). Widell's ability to provide the City with a more competitive Bid price for the MacArthur Causeway 20-inch Water Main and Terminal Island Water Booster Pump Station Project, is evidenced in their letter submitted to the Procurement Division prior to the opening of Bid No. 50-02/03 for the MacArthur Causeway 20-inch Water Main and Terminal Island Water Booster Pump Station Project (Attachment "B"). The letter offers a credit of \$104,000, to be applied to Bid No. 50-02/03, if said bid is awarded at the same time as Bid No. 10-02/03, for the Water and Wastewater Pump Station Upgrade (replacement of FEI Contract).

The acceptance of Widell's offer is in the City's best interest, and the credit applies

provided that the Notices-to-Proceed for both Projects are issued simultaneously. In letting the Projects together, Widell has the potential to provide more competitive prices on items such as mobilization, material storage, and off site parking for the already limited Terminal Island Water Booster Pump Station site. Since Widell is the lowest and best bidder regardless of their \$104,000 credit offer, the deduct is allowable pursuant to bid terms and provisions, Item No. 33 of the General Conditions, labeled "Value Engineering".

The Scope of Work includes the furnishing of all materials, labor, equipment, supervision, mobilization, overhead & profit required to construct a new water booster pump station with two (2) 250-HP vertical turbine pumps, squirrel cage induction motors, variable frequency drives and all related fittings and appurtenances. Electrical controls with 400 KVA 3-Phase emergency generator connections, control panels, all housed in a two-story structure with an aluminum framed storefront window system, related HVAC system, and remote connections through SCADA circuits to the Central Office Control Room at the Public Works Operations Yard, located at 450 Dade Blvd. The Project also includes installation of the associated yard piping, which consists of approximately 325 linear feet of 30-inch pipe; the site landscaping; and the station's associated 20-inch diameter water main, to be suspended along the north side of the MacArthur Causeway for an approximate distance of 2,600 linear feet, where it will connect to the City's existing water distribution system at the intersection of West Avenue.

#### **Construction Administration Services:**

The City has negotiated with CDM, the fees for the Construction Administration Services. Concurrent with the recommendation to award the construction contract to Widell, Inc., the Administration recommends the approval of Amendment No. 12 to the existing Agreement between the City of Miami Beach and CDM dated July 21, 1992 for Professional Services for the Upgrade of Sewer & Water Pumping Stations and a new Water Pumping Station at the MacArthur Causeway, to now provide the necessary Architectural, Engineering and Construction Administration Services for the MacArthur Causeway 20-inch Water Main and Terminal Island Water Booster Pump Station (the Project).

CDM's responsibilities under the Amendment No 12, (Attachment "C") for Construction Administration Services will include, but are not limited to, the preparation and delivery of As-Bid Contract Documents, attending pre-construction conferences; attending weekly construction meetings; attending on site meetings; preparing status reports; reviewing and making recommendations regarding the contractor's request for changes to the construction cost and/or schedule; reviewing shop drawings, samples and submittals; performing field observation and reporting services by the design engineer; performing project quality control/management; monitoring of the construction activities by a Resident Project Representative; reviewing quantities installed, payment applications and schedule; coordinating equipment start-up and providing assistance; performing project close out activities, warranty administration; and preparing record drawings.

The Contract Documents specify that the work shall be substantially completed within four hundred and twenty (420) calendar days ( approximately 14 months) from the issuance of

the second Notice to Proceed, and finally completed within sixty (60) calendar days thereafter, for a total of approximately sixteen (16) months. CDM's Construction Administration Services Agreement with the City shall be provided concurrently with this schedule, for up to twenty (20) months, (allowing two (2) months for the Notices to Proceed, and an additional two (2) months contingency for potential changes to the construction schedule). If additional services are required due to delays in the construction they will be addressed at that time. CDM's Notice to Proceed shall be contingent upon the execution of the construction contract for the Project.

The Contractor will be required to provide a Maintenance of Traffic (MOT) Plan for the installation of the water main, and to maintain access to the Coast Guard facility during the construction of the pump station. The City's Fleet, Sanitation, Parking, and CIP Departments have coordinated the use of the site during the construction. The Parking Department will implement a decal parking program for City employees throughout the duration of the construction.

CIP staff has held several meetings both on, and off-site, with several entities, including Bernuth Agencies, Inc., (shipping company), Sun Terminal (shipping company), Fisher Island Community Association, Miami Beach Transportation Management Association (BTMA), The Bentley Group, and the US Coast Guard. These meetings were held to develop a coordinated plan with all entities that may be affected by the construction, and to organize the use of the site construction "work zone" and parking areas.

**Affirmation of the Land Development Regulations:**

The Planning Department staff reviewed the criteria for the development of the site and made a recommendation to the DRB. Pursuant to Section 142-425(a) of the Land Development Regulations applicable to the Terminal Island Water Booster Pump Station Project site, as set forth in the Planning Department Memo dated March 17, 2003 (Attachment "D"), the Project was found to be in compliance with those regulations of the I-1, Light Industrial District, as they pertain to:

- Setback Requirements
- Floor Area Ratio (FAR)
- Maximum Permitted Height
- Minimum Lot Area and Width Requirements
- Parking Requirements

Since the site was conveyed by FDOT to the City of Miami Beach for the construction of the pumping station, it was converted from the "Light Industrial District" to Government Use (GU) District, pursuant to Section 142-425(a) of the City Code. On March 18, 2003, since the previous DRB approval had expired, the Project was presented for a second time and approved by the DRB.

Based upon the abovementioned criteria, the Administration recommends the award of the construction contract to Widell, Inc., for the construction of the MacArthur Causeway 20-

inch Water Main and Terminal Island Water Booster Pump Station, in the amount of \$2,602,500; the execution of Amendment No. 12, in the amount of \$287,507, to the Agreement between the City of Miami Beach and Camp Dresser McKee, Inc. dated July 21, 1992, to now provide Architectural, Engineering and Construction Administration Services for the Project; and the affirmation of the Development Regulations applicable to the site.

JMG/RCM/TH/GL/JGG/JC/AR/CD/cd

**Attachments**

T:\AGENDA\2004\Feb0404\Consent\TERMINAL ISLAND AWARD MEMO.doc

## **RESOLUTION NO.**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO AWARD A CONTRACT TO WIDELL, INC., THE LOWEST AND BEST BIDDER, PURSUANT TO THE INVITATION TO BID NO. 50-02/03, FOR THE CONSTRUCTION OF THE MACARTHUR CAUSEWAY 20-INCH WATERMAIN AND TERMINAL ISLAND WATER BOOSTER PUMP STATION (THE PROJECT), IN THE AMOUNT OF \$2,602,500; AND, FURTHER AFFIRMING THE DEVELOPMENT REGULATIONS, PURSUANT TO SECTION 142-425(a) OF THE LAND DEVELOPMENT REGULATIONS APPLICABLE TO THE TERMINAL ISLAND WATER BOOSTER PUMP STATION PROJECT SITE; CONVEYED BY FDOT TO THE CITY OF MIAMI BEACH FOR THE CONSTRUCTION OF A PUMP STATION AND CONVERTED TO GOVERNMENT USE (GU) DISTRICT, PURSUANT TO SECTION 142-425(a) OF THE CODE OF THE CITY OF MIAMI BEACH; SETTING AN EFFECTIVE DATE.**

**WHEREAS**, funding for the Project in the amount of \$4,003,870, is available from the \$59 Million Water and Sewer Bond Fund 423, 424, 426, and 351; and

**WHEREAS**, on July 8, 1992, the Mayor and City Commission adopted Resolution 92-20540, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Camp, Dresser and McKee, Inc. (CDM); and

**WHEREAS**, the Agreement was to provide architectural, engineering services for the upgrade of the sewer and water pumping stations, and to design a new Water Booster Pump Station on the Mac Arthur Causeway; and

**WHEREAS**, the proposed Pump Station, was to increase the pressure to the mainland, remedy the less than optimum pressure condition that existed, and meet the increasing demands for water in the City's South District; and

**WHEREAS**, on April 6, 1994, upon completion of the Preliminary Design Phase, the City Commission authorized CDM to provide Final Design Services for the Pump Station; and

**WHEREAS**, the Final Design Documents were to be completed in accordance with the recommendations stated in the Terminal Island Water Booster Station Preliminary Design Phase Report dated 1994; and

**WHEREAS**, on June 6, 1995 the Pump Station Design, prepared by Zyscovich, Inc., was approved by the Design Review Board (DRB), and CDM proceeded with the Design Development of the proposed Pump Station; and

**WHEREAS**, in 1996, the Pump Station design, essentially completed, was delayed by the City's negotiations with the Florida Department of Transportation (FDOT) to obtain the land rights, and the City's decision not to design the associated 20-inch Water Main in-house; and

**WHEREAS**, the Terminal Island Pump Station Project was combined with the associated 20-inch Water Main, to be bid as one Project at a later date; and

**WHEREAS**, in 2000, the City removed the Terminal Island Pump Station from the Water and Wastewater Pump Stations Upgrades Contract with CDM, to combine it with the associated MacArthur Causeway 20-inch Water Main, and repackage the two as one Project (the "Project") ; and

**WHEREAS**, CDM's revised Scope of Work, for the construction documents, was to reflect the relocation of the Pump Station to the land granted to the City by FDOT in October 1999, and the associated 20-inch Water Main; and

**WHEREAS**, on July 2003, the Project permits and pre-approvals were obtained; and

**WHEREAS**, on October 3, 2003, Invitation to Bid No. 50-02/03 was issued by the City for the construction of the MacArthur Causeway 20-inch Water Main and Terminal Island Water Booster Pump Station; and

**WHEREAS**, on January 6, 2004, the City received eight responsive Bids, and the City's Consultant - CDM, the CIP Office, and the Procurement Division reviewed and evaluated the responses, obtained references, and determined that Widell Inc., is lowest and best bidder; and

**WHEREAS**, Widell is also the contractor selected to complete the Water and Wastewater Pump Stations Upgrade Project, previously undertaken and defaulted on by Felix Equities, Inc.; and

**WHEREAS**, Widell's letter dated January 6, 2004, offers a \$104,000 credit for the Project, if both Notices-to Proceed for the Water and Wastewater Pump Stations Upgrade, and the MacArthur Causeway 20-inch Water Main and Terminal Island Water Booster Pump Station Projects are issued simultaneously; and

**WHEREAS**, the deduction is allowable pursuant to the terms and conditions of the Bid, and Widell is the lowest and best bidder regardless of the \$104,000 credit offer; and

**WHEREAS**, the Planning Department staff reviewed the criteria for the development of the site, and made a favorable recommendation to the Design Review Board (DRB), and on March 18, 2003, the Project was approved by the DRB.

**NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**Section One.** The Mayor and City Commission approve and authorize the City Manager or his designee to award a contract to Widell, Inc., as the lowest and best bidder, pursuant to the Invitation to Bid No. 50-02/03, for the construction of the 20-inch Water Main on the MacArthur Causeway and Terminal Island Water Booster Pump Station (the Project), in the amount of \$2,602,500; and, further affirming the Development regulations, pursuant to section 142-425(a) of the Land Development Regulations applicable to the Terminal Island Water Booster Pump Station Project site; conveyed by FDOT to the City of Miami Beach for the construction of a Pump Station and converted to Government Use (GU) District, pursuant to Section 142-425(a) of the Code of the City of Miami Beach.

**Section Two.** This Resolution shall become effective upon adoption.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.**

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

T:\AGENDA\2003\oct1503\consent\GUARDHOUSE AWARD-RESO.doc

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

1-28-04  
\_\_\_\_\_  
Date

## **RESOLUTION NO.**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 12, IN THE AMOUNT OF \$287,507, TO AN EXISTING AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND CAMP, DRESSER & MCKEE, INC. (CDM), DATED JULY 21, 1992, TO NOW PROVIDE ARCHITECTURAL, ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE PROJECT IDENTIFIED AS THE MACARTHUR CAUSEWAY 20-INCH WATER MAIN AND TERMINAL ISLAND WATER BOOSTER PUMP STATION; SETTING AN EFFECTIVE DATE.**

**WHEREAS**, funding for the Project in the amount of \$4,003,870, is available from the \$59 Million Water and Sewer Bond Fund 423, 424, 426, and 351; and

**WHEREAS**, on July 8, 1992, the Mayor and City Commission adopted Resolution 92-20540, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Camp, Dresser and McKee, Inc. (CDM), to provide architectural, engineering services for the upgrade of the sewer and water pumping stations, and to design a new Water Booster Pump Station on the Mac Arthur Causeway; and

**WHEREAS**, the proposed Pump Station, was designed to increase the pressure to the mainland, remedy the less than optimum pressure condition that existed, and meet the increasing demands for water in the City's South District; and

**WHEREAS**, on April 6, 1994, upon completion of the Preliminary Design Phase, the City Commission authorized CDM to provide Final Design Services for the Pump Station; and

**WHEREAS**, the Final Design Documents were to be completed in accordance with the recommendations stated in the Terminal Island Water Booster Station Preliminary Design Phase Report dated 1994; and

**WHEREAS**, in 2000, the City removed the Terminal Island Pump Station from the Water and Wastewater Pump Stations Upgrades Contract with CDM with the intent that it be combined with the associated MacArthur Causeway 20-inch Water Main, repackaged, and bid as one project (the "Project"); and

**WHEREAS**, CDM's revised Scope of Work, for the Construction Documents, was to reflect the relocation of the Pump Station to the land granted to the City by FDOT in October 1999, and the associated 20-inch Water Main; and



**WHEREAS**, on October 3, 2003, Invitation to Bid No. 50-02/03 was issued by the City for the construction of the MacArthur Causeway 20-inch Water Main and Terminal Island Water Booster Pump Station; and

**WHEREAS**, on January 6, 2004, the City received eight responsive bids, have reviewed and evaluated the responses, and determined that Widell Inc., is lowest and best bidder; and

**WHEREAS**, the City has negotiated with CDM for the Construction Administration Services for the Project; and

**WHEREAS**, CDM's Construction Administration Services shall be provided concurrently with the construction schedule, for up to twenty months, including an estimated 16 month construction duration; and

**WHEREAS**, said Amendment No. 12, a true copy being attached and made a part hereof, is contingent upon the execution of the construction contract with Widell.

**NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**Section One.** The Mayor and City Clerk, are authorized to execute Amendment No. 12, (attached hereto), in the amount of \$287,507, to that existing Agreement between the City Of Miami Beach and Camp, Dresser & McKee, Inc. (CDM), dated July 21, 1992, to now provide Architectural, Engineering and Construction Administration Services for the Project identified as the Macarthur Causeway 20-Inch Water Main and Terminal Island Water Booster Pump Station.

**Section Two.** This Resolution shall become effective upon adoption.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.**


**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

T:\AGENDA\2003\oct1503\consent\GUARDHOUSE AWARD-RESO doc

\_\_\_\_\_  
**MAYOR**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 1-28-04  
\_\_\_\_\_  
City Attorney



800 Brickell Avenue, Suite 710  
Miami, Florida 33131  
tel: 305 372-7171  
fax: 305 372-9167

ATTACHMENT "A"

January 26, 2004

Ms. Carla Dixon  
CIP Office Capital Projects Coordinator  
City of Miami Beach  
1700 Convention Center Drive  
Miami, Florida 33139

Subject: City of Miami Beach  
MacArthur Causeway 20-Inch Watermain and  
Terminal Island Water Booster Station  
ITB 50-02/03  
CDM Project No. 9381-014  
Recommendation of Award

Dear Ms. Dixon:

Eight bids were received at the January 6, 2004 bid opening for the above referenced project. The City's Procurement Department prepared a bid tabulation, a copy of which is enclosed.

The Base Bid for this project involves the construction of a water booster pump station. It includes the installation of a 20-inch diameter watermain on the MacArthur Causeway Bridge and tying the new watermain into then new pump station and the existing water distribution system. It is the intent to award the contract to the lowest qualified bidder with the experience and the ability to complete the project.

The bidders on the project are as follows:

<u>Bidders</u>	<u>Grand Total Base Bid</u> <u>Bid Items Nos. 1, 2 and 2</u>
1. Widell, Inc. Fort Lauderdale, Florida.	\$2,602,500
2. MCM Miami, Florida	\$2,733,200
3. Metro Equipment Service, Inc. Miami, Florida	\$2,766,500
4. Intrastate Construction Corp. Davie, Florida	\$2,889,700

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Ms. Carla Dixon  
January 26, 2004  
Page 2

5. The Tower Group Davie, Florida	\$2,893,250
6. GlobeTec Construction, LLC Pompano Beach, Florida	\$2,948,000
7. Gilbert Southern Corp. Sunrise, Florida	\$3,051,000
8. Danella Companies, Inc. Pompano Beach, Florida	\$4,846,704
Engineer's Opinion of Probable Cost of Construction	\$2,883,000

The bidders are listed in the tabulation in numerical order, with the low bidder first. The low bidder on the project, Widell, Inc., Fort Lauderdale, Florida, has submitted a proposal that, in our opinion, represents a realistic price for performing the work on this project. We have reviewed the bid submittal from Widell, Inc. and find it to be responsive.

Widell, Inc. has been a licensed contractor for nine years. Based on the questionnaire data, Widell, Inc. anticipated self-performing most of the work. The largest subcontract will be for electrical by Edwards Electric Corp. which represents 6 percent of the contract value. As reported in the Questionnaire Form the bid, Widell, Inc. has never failed to complete work that has been awarded to them. Based on the equipment listed in the bid Widell, Inc. has the resources to complete the project. They have submitted project information which meets the minimum experience criteria (one wastewater plant, two pump stations- all in excess of \$1.5 million dollars). These projects included structures and poured-in-place concrete. CDM requested additional information regarding experience with multi-story glass facades which is attached. In addition to this work, CDM has experience with Widell, Inc. on the completion of wastewater facilities which were designed by CDM for Broward County.

We believe Widell, Inc. is a qualified contractor, with the experience and capability to undertake the work for the construction of the water booster pump station and 20-inch watermain. Based on the project experience submitted and their past performance on CDM projects, Widell Associates, Inc. should be able to perform in a satisfactory and timely manner.

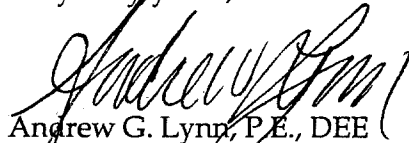
Accordingly, CDM recommends the City of Miami Beach award a construction contract to Widell Associates, Inc. in the amount of \$2,602,500 for the construction of the MacArthur Causeway 20-Inch Watermain and Terminal Island Water Booster Station.



Ms. Carla Dixon  
January 26, 2004  
Page 3

If you have any questions, or need additional information, please contact our office.

Very truly yours,



Andrew G. Lynn, P.E., DEE  
Project Manager  
Camp Dresser & McKee Inc.

AGL/km

File: 9381-32731-014.BD

Enclosure

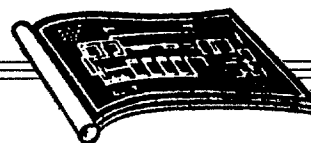
cc: Jorge E. Chartrand, w/encl.

# WIDELL, INC.

(954) 587-0520

ATTACHMENT "B"

FAX 587-6653



State Certified No. CG CA09173

Sewage Treatment Works  
Water Treatment Works  
Substructure Construction

*Engineering Construction*

5365 STIRLING ROAD  
FT. LAUDERDALE, FL 33314

January 6, 2004

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

02:2 PM 9 JAN 9 2004

Attn: Mr. Jorge Chartrand, Assistant Director  
Capital Improvement Projects Office

Re: City of Miami Beach, Florida  
MacArthur Causeway 20-Inch Watermain and  
Terminal Island Water Booster Station  
Bid No. 50-02/03

Gentlemen:

Widell, Inc. is preparing a bid for the referenced project. This bid will be submitted without alteration or modification. Widell, Inc. is also negotiating with the City of Miami Beach for the award of the Water and Wastewater Pump Station Upgrade, Bid No. 10-02/03.

Since these two projects are in close proximity and would be built in the same period of time, Widell would realize savings if the projects were awarded together instead of separately. Widell is pleased to pass this savings on to the City of Miami Beach. Should Bid 10-02/03 be awarded at the same time as Bid 50-02/03, then Widell would offer a credit of \$ 104,000 to be applied to the cost of Bid 50-02/03.

We are able to save money because the same management team could be used, the same facilities could be used, orders could be consolidated and our subcontracts could be managed more economically. Please let us know if this approach is of interest to the City.

Sincerely,

WIDELL, INC.

Keith A. Pickle  
Director/President

cc: File, Chrono

KAP/jlg:lrrto Miami Beach re Term Isl

**SCHEDULE A**  
**AMENDMENT No. 12**  
**TO THE AGREEMENT BETWEEN**  
**THE CITY OF MIAMI BEACH**  
**AND**  
**CAMP DRESSER & McKEE INC.,**  
**DATED JULY 21, 1992**  
**FOR PROFESSIONAL SERVICES FOR THE UPGRADE**  
**OF SEWER & WATER PUMPING STATIONS**  
**AND A NEW WATER PUMPING STATION**  
**ON MACARTHUR CAUSEWAY**  
**TO PROVIDE ARCHITECTURAL, ENGINEERING AND CONSTRUCTION**  
**ADMINISTRATION SERVICES FOR THE PROJECT IDENTIFIED AS THE**  
**MACARTHUR CAUSEWAY 20-INCH WATER MAIN & TERMINAL ISLAND WATER**  
**BOOSTER PUMP STATION**

**BACKGROUND**

On July 8, 1992, the Mayor and City Commission of the City of Miami Beach (CITY) adopted Resolution 92-20540, authorizing the Mayor and City Clerk to execute an Agreement with the firm of Camp Dresser and McKee Inc. (CONSULTANT), to provide architectural and engineering services for the upgrade of the sewer and water pumping stations, and to design a new Water Booster Pump Station on the Mac Arthur Causeway (Terminal Island). The proposed Water Booster Pump Station to be located at Terminal Island on the South side of the Mac Arthur Causeway will meet the increasing water pressure demands for water in the City's South District.

The proposed facility consisted of three (3) pumps within a three (3) sided glass wall, and one (1) side reinforced concrete enclosure. Although the project design was completed in 1996, the City's negotiations to obtain the needed land from Florida Department of Transportation (FDOT) did not conclude until October 1999. The City's utilized this time as an opportunity to include

the design of a 20-inch water main suspended on the bridge and combine both components into one construction Project.

Since the Terminal Island Water Booster Pump Station Project was removed from the overall upgrades of the water and wastewater pumping stations as an alternate bid item. The Project was not awarded in the February 1999 Water and Wastewater Pump Stations Upgrades Contract between the City and Felix Equities, Inc. Consequently, it was not included in the group of Projects that would proceed, and be covered under the existing contract with the CONSULTANT providing for the Construction Administration Services.

After presenting the 20-inch watermain, and Terminal Island Water Booster Station (the "PROJECT") to the Design Review Board (DRB) on March 18, 2003, the CONSULTANT, completed the construction documentation phase. The PROJECT received permits, and was issued for Bids on October 3, 2003. The Construction Agreement will be awarded, executed, and construction will follow. The CITY MANAGER has negotiated with the CONSULTANT, the required Construction Administration Services for the PROJECT. The proposed services will be authorized concurrently with the award of the Construction Agreement

**AN EXISTING AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND CAMP DRESSER & McKEE INC., FOR PROFESSIONAL SERVICES FOR THE UPGRADE OF SEWER & WATER PUMPING STATIONS AND A NEW WATER PUMPING STATION ON MACARTHUR CAUSEWAY, DATED JULY 21, 1992 (the "AGREEMENT") INCLUDES THE FOLLOWING:**

A.1.2 PHASE II – FINAL DESIGN; A.1.2.1 - Document Production; A.1.2.2 - Permitting Assistance; A.1.2.3 - Bidding Assistance (see the AGREEMENT herein attached)

The Architectural, Engineering, and Construction Administration Services are described as follows:

**TASK 1.0 –CONSTRUCTION ADMINISTRATION SERVICES**

**Task 1.1 – As-Bid Contract Documents**

After contract award and prior to the pre-construction conference, CONSULTANT shall prepare conformed construction contract documents, which incorporate the following items into the construction contract documents:

- Contractor's bid submittals, including but not limited to, bid proposal, insurance, bonds, licenses, etc., to be received by the Procurement Division.
- Amend technical specifications to incorporate changes made via addenda during the bid, and prior to execution of the Construction Contract.
- Revise construction contract drawings to include modifications / revisions incorporated via addenda during the bid, and prior to execution of the Construction Contract.

CONSULTANT shall prepare As-Bid construction contract documents, provide an electronic CADD file to the CITY, and reproduce seven (7) sets for distribution to the CITY and CONTRACTOR within ten (10) calendar days after the City Commission approval of the award of the construction contract, and of the CONSULTANT'S Construction Administration Services, and prior to the construction contract execution.

**Deliverables:** - Prepare as-bid contract documents, as follows:

- *four (4) sets to the CITY (including at least one (1) reproducible)*
  - *three (3) sets to the CONTRACTOR.*
  - *An electronic file in AutoCAD 2000 or latest version.*
- Prepare recommendation of award letter

CONSULTANT shall perform the following tasks associated with the construction administration of the Project. These tasks shall be performed throughout the duration of the construction project.

#### **Task 1.2 – Pre-Construction Conferences:**

CONSULTANT shall attend a pre-construction conference for the Project. CONSULTANT shall prepare and distribute meeting minutes to all attendees and other appropriate parties. The CITY shall issue a First Notice to Proceed at a Pre-Construction Conference. The CONTRACTOR's Second Notice to Proceed, shall be issued by the CITY upon receipt, of a full progress schedule, submittal schedule, schedule of values, and proof of all applicable



construction permits by the CONTRACTOR, and with prior review and acceptance of these schedules by the CONSULTANT.

CONSULTANT will investigate, review, and advise the CITY on any proposed substitutions of material or equipment submitted by the CONTRACTOR. CONSULTANT shall advise the CITY with respect to same in accordance with the Contract Documents (i.e., 30 days for review). The cost for the review of substitute products more than twice by the ENGINEER shall be separately invoiced to the CITY, for reimbursement to the CITY by the CONTRACTOR, and payment to the ENGINEER. The CONSULTANT shall prepare the necessary documentation for the CITY to Invoice the CONTRACTOR for more than two reviews of the same proposed substitution

- Deliverables:**
- Attend and participate in pre-construction *conference(s)*.
  - Prepare and distribute meeting minutes.
  - Review, comment, and accept, the CONTRACTOR's progress schedule, schedule of values, and submittal schedule.

### **Task 1.3 – Weekly Field Coordination Meetings:**

The CONSULTANT's Resident Project Representative (RPR) shall attend weekly meetings with the CONTRACTOR, and relevant CITY representatives on the Project. The purpose of these meetings shall be to field coordinate construction activities, including the review of the construction progress. In addition, at these meetings, the CONTRACTOR is required to furnish a two-week look-ahead work schedule to allow for proper coordination of work efforts. CONSULTANT will review, comment and advise the City regarding the two-week look-ahead schedules. These meetings shall also serve as a forum for discussion of construction issues. The RPR shall prepare weekly reports of field working conditions, including time sensitive issues.

- Deliverables:**
- Attend and participate in weekly field coordination meetings with CONTRACTOR.
  - Prepare weekly reports.

- Schedule:**
- Weekly throughout the project duration.

**Task 1.4 – Monthly on site Project Progress Meeting:**

CONSULTANT shall conduct on-site project progress meetings on a monthly basis and prepare and distribute meeting minutes. CONSULTANT's Senior Professional and RPR will attend each meeting. A total of sixteen monthly on site meetings shall be held.

**Task 1.5 – Requests for Information (RFIs):** CONSULTANT will receive, log, process, and respond, to all RFIs. Whenever an RFI involves the interpretation of design issues or design intent, CONSULTANT shall prepare a response within the time specified in the construction contract and return it to CONTRACTOR with a copy to the CITY. The CITY may request the CONSULTANT to respond to and forward RFIs, should certain items within the contract documents require clarification.

**Deliverables:** - Respond to RFI's and return, including full documentation as required, to CONTRACTOR with copy to the City.

**Schedule:** - Ongoing throughout project construction duration.

**Task 1.6 – Requests for Changes to Construction Cost and/or Schedule:** CONSULTANT will receive, log, evaluate, and respond to all requests for project cost and/or schedule changes from the CONTRACTOR. Changes may be the result of unforeseen conditions or interferences identified by the CONTRACTOR during the routine progress of work, inadvertent omissions/betterment issues in the contract documents, or additional improvements requested by the CITY or CONSULTANT after the project bid date. Regardless of the source, CITY will evaluate the merit of the request as well as the impact of the potential change in terms of project cost and the schedule. CITY will review claims and / or change order requests with CONSULTANT. Assistance services for claims which may arise following the CONSULTANT contract term are not included under this Task.

**Deliverables:** - Perform review of request(s) for cost adjustment and/or time extension, as necessary, and make recommendation to the CITY.  
- Coordinate and participate in meetings, as required, with the CITY and CONTRACTOR to resolve and/or negotiate the

equitable resolution of request for cost adjustment and/or schedule changes. Prepare change order documentation, including all modified contract documents.

**Schedule:** - Ongoing throughout project construction duration.

**Task 1.7 – Review of Shop Drawings and Samples:** CONSULTANT will receive, log, review and distribute shop drawings to appropriate parties (i.e. mechanical, structural, electrical, architectural, etc.) for review. Review shop drawings and samples. Distribute submittals to appropriate entities (CITY, CONTRACTOR, and ENGINEER) after review.

The cost for the review of submittals more than twice by the ENGINEER shall be separately invoiced to the CITY, for reimbursement to the CITY by the CONTRACTOR, and payment to the ENGINEER. CONSULTANT shall prepare the necessary documentation for the CITY to Invoice the CONTRACTOR for more than two reviews of the same submittal. CONSULTANT shall have 30 calendar days from the time of receipt in its office, to review and return a shop drawing submittal to the CONTRACTOR.

**Deliverables:** - Review Shop Drawings and return them to CONTRACTOR with copy to the CITY.

**Schedule:** - Ongoing throughout project construction duration.

**Task 1.8. – Field Observation Services ( Design Engineer):** CONSULTANT will provide staff for the purpose of, observing the construction and advising whether the Work is being installed in accordance with the Construction Documents. CONSULTANT shall provide site visits by various design disciplines (civil, architectural, mechanical, electrical, plumbing, landscaping, etc.) as required during the various stages of the construction. For the purposes of this scope of services, it is assumed that a total of four (4) site visits by the various design disciplines, and six (6) site visits by the Design Engineer are included.

CONSULTANT will undertake these periodic site visits at intervals appropriate to the various stages of construction to observe site conditions and the Work to determine whether the Work is in conformance with the Contract Documents. Such site visits by the Design Engineer will include, but not be limited to: 1. - setting of the pumps, 2. -pouring of the foundation slab, 3. - installation of the reinforcing steel, 4. -pile installation 5. - energizing of the equipment, and 6. - installation of the piping on the bridge.

**Deliverables:** - Prepare Field Observation Reports based on site observations and submit to the City.

**Schedule:** - Ongoing throughout project construction duration.

**Task 1.8.1 – Field Inspection Services (Geotechnical Engineer):** CONSULTANT will retain the services of a geotechnical engineer (scope attached) to observe the site preparation, excavation and foundation phases of the project, including the inspection of the installation of piles in this project. The geotechnical engineer will monitor the installation of the test pile(s), including pile load test(s), and provide the CONSULTANT with written reports as appropriate.

**Deliverables:** - Prepare inspection reports and submit to the CONSULTANT with a copy to the City.

**Schedule:** - At appropriate intervals during the foundation installation.

**NOTE:** The “Special Inspector” services for the following disciplines: glazing, welding, and high strength bolts shall be provided by the CONTRACTOR as described in the Contract Documents.

**Task 1.9 – Project Quality Management:**

CONSULTANT will provide administrative functions required to manage the project, including schedule and budget. Specific activities will include:

- a. Project update meetings-CONSULTANT's Project Manager-(*Senior Professional*) will prepare for and hold internal monthly status meetings with key project staff members throughout the life of the project.
- b. Quality Assurance (QA) Technical Review – CONSULTANT will maintain a program of QA on this project, including review of records and documents as necessary.
- c. Preparation of Status Reports – CONSULTANT's Project Manager-(*Senior Professional*) will prepare monthly written progress reports summarizing the activities completed, work remaining, including status of Change Orders, RFI's, Shop Drawings, and identifying any problems which are ongoing or may be anticipated. This status report should also contain a summary of the CONTRACTOR's schedule for the completion of the work.
- d. Providing technical advice and assistance to the CITY during the construction period, including the necessary interpretations and clarifications of the

construction documents. The CONSULTANT will maintain a computerized document control system (CDCS) to facilitate the tracking of documents during the construction period.

- e. Receiving, logging, reviewing and distributing to appropriate parties the results of tests and inspections, and other data submitted by the CONTRACTOR to determine whether they are in conformance to the Contract Documents.

**Task 1.10 – Review Payment Applications and Schedule:**

CONSULTANT shall review payment application for general conformance with the contract requirements and quantities installed. Review and certify as required, by AIA form G702, the CONTRACTOR's application for payment with a cover page containing the total amount of payment being recommended.

Review and accept the CONTRACTOR's Preliminary Baseline Schedule, versus the monthly updated schedules, quantities of work in place per Schedule of Values, and monthly updates through project substantial completion. Advise CONTRACTOR if recovery schedule is required. Recommend final payment after final completion of the work by the Contractor.

**Task 1.11 – Start-Up Coordination and Assistance:**

Start-up services will consist of the following items:

- a. Coordinate receipt review and submittal to appropriate parties, equipment vendor training manuals as submitted by the CONTRACTOR in accordance with the Contract Documents.
- b. Assist with the scheduling of manufacturer's start-up and training requirements identified in the Contract Documents.
- c. Attend manufacturer's on site training sessions.
- d. Attend and observe start-up(s).
- e. Provide debugging assistance during start-up(s).
- f. Assist in connection with refining or adjusting any equipment or system for the Project.

- g. Assist in developing systems and procedures for operational control.

**Task 1.12 – Project Closeout:** Upon receiving notice from the CONTRACTOR advising the CONSULTANT that the Project is substantially complete, CONSULTANT, in conjunction with appropriate CITY staff, shall conduct an overview of the Project. The overview shall include development of a “punch list” of items needing completion or correction prior to consideration of acceptance for Substantial Completion. CONSULTANT shall develop the list with assistance from CITY. The list shall be forwarded to the CONTRACTOR. The CONSULTANT shall prepare a Certificate of Substantial Completion in accordance with the Construction Contract requirements.

Upon notification from CONTRACTOR that all remaining “punch list” items have been addressed, the CONSULTANT, in conjunction with appropriate CITY staff, shall perform a final review of the finished Project. Based on successful completion of all outstanding work items by the CONTRACTOR, CONSULTANT shall certify the Final Payment, upon confirmation that all conditions of permits and regulatory agencies have been met, and that all documents required by the construction contract have been received by the CONSULTANT.

- Deliverables:**
- Attend field meetings to review substantial completion and develop “punch lists”.
  - Coordinate and prepare close-out documents.
  - Issue certification of Substantial Completion.
  - Attend field meeting to review final completion.

- Schedule:**
- At the Substantial Completion of Project.
  - At the Final Completion of Project.

**Task 1.13 – Record Drawings/Final Certification and Submittals/Regulatory Agency**

**Documentation:** Closing out of the construction contract shall include, the receipt, and review of the CONTRACTOR’s information (as specified in the Construction Contract), including, final survey showing those changes made during the construction process; preparation of a set of reproducible record drawings for the CITY, (based on markups forwarded by CONTRACTOR); and transmitting record drawings and completion of construction to the appropriate permitting

authorities. This certification shall be based on the CONSULTANT having received and reviewed all applicable test data, daily observation reports, record drawing markups, submittals, change orders and performed final walk through of the completed work during substantial and final completion punch list walk throughs.

- Deliverables:**
- Certify project completion to appropriate agencies.
  - Copy of all electronic drawing files in AutoCAD 2000 or latest version.
  - Two (2) blackline print sets of record drawings.

- Schedule:**
- At the Substantial completion of project

## **TASK 2.0 – PROJECT REPRESENTATIVE SERVICES**

The CONSULTANT shall provide the services of a Resident Project Representative (RPR) for an average of twenty (20) hours per week, for the duration of the construction of the Project. (Refer to Schedule C – “Duties, Responsibilities and Limitations of Authority of the Resident Project Representative” herein attached)

## **TASK 3.0 – ADDITIONAL SERVICES**

No additional services are envisioned at this time. However, if such services are required during the performance of the Work, they shall be requested by CITY and negotiated in accordance with contract requirements. Note that a separate notice to Proceed is required prior to performance of any Work not expressly required by this scope of services. If CONSULTANT proceeds with out of scope Work without proper authorization, it does so at its own risk.

## **TASK 4.0 - REIMBURSABLES**

### **Task 4.1 – Reproduction Services:**

CONSULTANT shall be reimbursed at the usual and customary rate for reproduction of reports, contract documents and miscellaneous items, as may be requested by CITY.

### **Task 4.2 – Travel and Subsistence:**

CONSULTANT shall be reimbursed at the United States Internal Revenue Service established rate for travel and subsistence, up to the maximum not-to-exceed amount as noted.

#### **Task 4.3 – Communications:**

CONSULTANT shall be reimbursed at the usual and customary rate for communications via telephone, fax, postage or courier, as may be requested by CITY.

#### **TASK 5.0 – WARRANTY ADMINISTRATION**

The CONSULTANT will coordinate and attend as necessary, one (1) final warranty inspection at least sixty (60) days prior to the end of the CONTRACTOR's warranty period, or as otherwise specified by the warranty agreement, for the CONTRACTOR's repair, or replacement of any defective parts covered under warranty.

#### **DATA OR ASSISTANCE TO BE PROVIDED BY CITY**

- a. Assign a Construction Project Manager to represent the CITY on this assignment.
- b. Request and review information from the CONTRACTOR. Prepare, distribute, and execute the Construction Contract. Deliver six executed copies of the Construction Contract for incorporation into the conformed documents.
- c. Assist in the scheduling of necessary shutdowns during the execution of the Work by the CONTRACTOR.
- d. Payment of all City permit fees associated with this project.
- e. System data monitoring and control will be performed by CITY staff in accordance with the operational testing protocol.
- f. Provide CONSULTANT with an executed copy of the CONSULTANT's document disclaimer form prior to the transfer of electronic documents (e.g., drawings).



## PAYMENT AND COMPENSATION

The not-to-exceed fee for the above services based upon the scope of work presented in this Scope of Work Order and Exhibit A-1 is as follows:

<u>Component of Work</u>	<u>Amount</u>
Task 1.0 Construction Administration Services (Lump Sum)	\$ 182,369
Task 2.0 Project Representative Services (Not to Exceed)	\$ 95,250
Task 3.0 Additional Services During Construction	\$ -
Task 4.0 Reimbursable (Not to Exceed)	\$ 6,388
Task 5.0 Warranty Services (Not to Exceed)	\$ <u>3,500</u>
Total Amount (Not to Exceed)	<b>\$ 287,507</b>

The CONSULTANT shall submit monthly invoices to the CITY for the lump sum portion (Task 1.0) in accordance with the percentage of the subtasks completed. The construction completion is estimated to last 16 months. The Lump Sum portion (Task 1.0) has been calculated allowing a 20 month contract period. Consultant will submit the monthly invoices in accordance with the period of its contract. Each invoice shall include a monthly written status report. Billing for not-to-exceed (Tasks 2.0 and 5.0) and allowance for additional services (Task 3.0) shall be billed monthly on a time and materials basis at the Consultant's current hourly billing rates presented in Schedule B. Invoicing for the not-to-exceed Reimbursable Allowances (Task 4.0) shall be billed monthly, on a materials basis. Unused amounts in this Reimbursable Allowance shall be credited back to the CITY at the completion of the project.

## ATTACHMENT ONE

<u>Component of Work</u>	<u>Amount</u>
Task 1.0 Construction Administration Services (Not to Exceed):	
Task 1.1 As-Bid Contract Documents	\$ 2,130
Task 1.2 Pre-Construction Conferences	\$ 1,438
Task 1.3 Weekly Construction Meetings	\$ 11,625
Task 1.4 Monthly On-Site Project Progress Meetings	\$ 14,933
Task 1.5 Requests for Information (RFI)	\$ 31,460
Task 1.6 Requests for Changes to Construction Cost and/or Schedule	\$ 14,560
Task 1.7 Review of Shop Drawings	\$ 41,620
Task 1.8 Field Observation Services (Project Engineer)	\$ 6,950
Task 1.8.1 Field Observation Services (Geotechnical Engineer)	\$ 6,167
Task 1.9 Project Quality Management	\$ 27,100
Task 1.10 Review Payment Applications and Schedule	\$ 9,520
Task 1.11 Start-Up Coordination Assistance	\$ 4,120
Task 1.12 Project Closeout	\$ 5,886
Task 1.13 Record Drawings/Final Certification/ Submittals/Regulatory Agency	\$ 4,860
<b>Subtotal Task 1.0</b>	<b>\$182,369</b>
Task 2.0 Project Representative Services (Not to Exceed)	\$ 95,250
<b>Subtotal Task 2.0</b>	<b>\$ 95,250</b>
Task 3.0 Additional Services	\$ 0.00
Task 4.0 Reimbursibles (Total Amount (Not to Exceed))	
Task 4.1 Reproduction	\$ 2,378
Task 4.2 Travel and Subsistence	\$ 2,200
Task 4.3 Communication	\$ 1,810
<b>Subtotal Task 4.0</b>	<b>\$ 6,388</b>
Task 5.0 Warranty Services (Not to Exceed)	\$ 3,500
<b>Subtotal Task 5.0</b>	<b>\$ 3,500</b>
<b>Total Tasks 1.0-5.0</b>	<b>\$ 287,507</b>

## SCHEDULE C

### DUTIES, RESPONSABILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

The duties and responsibilities of the RPR are limited to those of the CONSULTANT in the CONSULTANT's Agreement with the CITY and in the construction Contract Documents, and are further limited and described as follows:

#### A. General

RPR is the CONSULTANT's agent at the site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding the RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the CONSULTANT and the CONTRACTOR, keeping CITY advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. RPR shall generally communicate with CITY with the knowledge of and under the direction of the CONSULTANT.

#### B. Duties and Responsibilities of the RPR

The RPR shall have the following duties and responsibilities:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by the CONTRACTOR and consult with the CONSULTANT concerning acceptability prior to the issuance of the second Notice to Proceed.
2. Conference and Meetings: Attend meetings with the CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings.
3. Liaison:
  - a. Serve as the CONSULTANT's liaison with the CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as the CITY's liaison with the CONTRACTOR when the CONTRACTOR's operations affect CITY's, on-site operations.
  - b. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
  - a. Record the dates of receipt of Shop Drawings and Samples.

- b. Receive Samples which are furnished at the site by the CONTRACTOR, and notify the CONSULTANT and City of availability of Samples for examination.
  - c. Advise the CONSULTANT and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by the CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to the CONSULTANT whenever the RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents, or will prejudice the integrity of the design concept of the completed Projects as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that the CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider, evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR in writing decisions as issued by CONSULTANT.
- 8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field

Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to CONTRACTOR and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observation in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials, and equipment.

9. Reports:

- a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of the CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Consult with the CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR, *consult with the CONSULTANT and City, evaluate*, and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to the CONSULTANT and the CITY the occurrence of any accident
10. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to the CITY prior to final payment for the Work.
12. Completion:

- a. Before CONSULTANT issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Observe whether CONTRACTOR has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- c. Conduct final inspections in the company of CONSULTANT, CITY and CONTRACTOR and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

**C. Limitations of Authority by RPR**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by CONSULTANT.
2. Shall not exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or Sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize CITY to occupy the Project in whole or in part.
8. *Shall not* Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by CONSULTANT.

## CITY OF MIAMI BEACH CONSULTANT SERVICE ORDER

**TO:** Camp Dresser & McKee Inc.  
800 Brickell Avenue, Suite 710  
Miami, Florida, 33131

**RE:** Amendment No.12 to the Agreement between City of Miami Beach and Camp Dresser & McKee Inc. dated July 21, 1992.

Pursuant to the Agreement between the City of Miami Beach and Camp Dresser & McKee Inc. (CDM) for Professional Services, dated July 21, 1992, (Agreement) the parties desire to amend the Agreement to retain the services of CDM to provide Architectural, Engineering Construction Administration Services during the construction of the MacArthur Causeway 20-inch Diameter Water Main and Terminal Island Water Booster Pump Station. Consultant will act as Consultant (Division 0) and as Engineer (Technical Specifications Division 1-16) as defined in the Construction Contract Documents. The services to be provided are more particularly described in the attached Scope of Work.

**Project Name:** MacArthur Causeway 20-inch Diameter Water Main and Terminal Island Water Booster Pump Station Services During Construction

**Calendar days to complete the work:**


20 months from the First Notice to Proceed, including an 16 month construction period.

<b>Fee for this Service Order:</b>	Task 1.0 Lump Sum	\$182,369
	Task 2.0 Not to Exceed	\$ 95,250
	Task 3.0 (TBD)	\$ -
	Task 4.0 Not to Exceed	\$ 6,388
	Task 5.0 Not to Exceed	\$ 3,500
	<b>Total Services Order (NTE):</b>	<b>\$287,507</b>

Basic Service X Additional Service \_\_\_\_\_ Reimbursable Service \_\_\_\_\_

**ACCEPTED:**

Camp Dresser & McKee Inc.



Victor J. Pujals, P.E., DEE, Vice President

CITY OF MIAMI BEACH

\_\_\_\_\_  
City Clerk

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

\_\_\_\_\_  
Mayor

 1-30-04  
City Attorney Date

## CITY OF MIAMI BEACH

Planning Department  
Interoffice Memorandum

2003 MAR 20 PM 3:57

To: Carla Dixon-Vincent  
Capital Projects Coordinator

CITY OF MIAMI BEACH  
CAPITAL PROJECTS  
Date: March 17, 2003

From: Jorge G. Gomez, AICP  
Planning Director

Subject: **DEVELOPMENT REGULATIONS, TERMINAL ISLAND PUMPING STATION  
DESIGN REVIEW FILE 16961**

The subject property is zoned "I-1 Light Industrial District", however, since the property was conveyed to the City of Miami Beach for the construction of a pumping station, the property converts to "GU Government Use District." As such, the subject property is required to adhere to the following regulations pertaining to new development:

**Section 142-425: Development Regulations.**

- (a) The development regulations (setbacks, floor area ratio, signs, parking, etc.) in the GU government use district shall be the average of the requirements contained in the surrounding zoning districts as determined by the planning and zoning director, which shall be approved by the city commission.
- (d) Following a public hearing, the development regulations required by these land development regulations, except for the historic preservation and design review processes, may be waived by a five-sevenths vote of the city commission for developments pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes. Notwithstanding the above, no GU property may be used in a manner inconsistent with the comprehensive plan. In all cases involving the use of GU property by the private sector, or joint government/private use, development shall conform to all development regulations in addition to all applicable sections contained in these land development regulations and shall be reviewed by the planning board prior to approval by the city commission. All such private or joint government/private uses are allowed to apply for any permittee variances. Private or joint government/private uses shall not be eligible to waive any regulations as described in this paragraph, except for not-for-profit, educational, or cultural organizations as set forth herein.

**Development Regulations:**

Applicable Zoning District: *I-1 Light Industrial District*

As per Section 142-425(a) of the Development Regulations of the City of Miami Beach, the development regulations (setbacks, floor area ratio, signs, parking, etc.) in the GU government use district shall be the average of the requirements contained in the surrounding zoning districts. The determination of these regulations shall be established by the Planning Director and subsequently approved by the City Commission.

The surrounding zoning districts are "I-1 Light Industrial District" and "GU Government Use District." Staff has determined that the applicable development regulations for the subject property shall be the regulations contained within the I-1 Light Industrial District.



**Setbacks:**

The minimum setback requirements for the I-1 Light Industrial District and the provided setbacks are as follows:

	Required:	Provided:
Side, exterior: north side: MacArthur Causeway	10' - 0"	48' - 8"
Side, exterior: south side: Coast Guard Access Road	10' - 0"	42' - 2"
Front: west side: Exist. Asphalt	0' - 0"	53' - 6"
Rear: east side: Biscayne Bay	0' - 0"	27' - 0"

**Floor Area Ratio:**

The I-1 Light Industrial District has a maximum floor area requirement of 1.0.

I-1	Applicable Maximum F.A.R.	Provided F.A.R.
1.0	1.0	0.77

**Maximum Permitted Height:**

The I-1 Light Industrial District has a maximum height of 40' (4 stories.)

I-1	Applicable Maximum Height:	Provided Height:
40 feet	40 feet	28' - 5"

**Minimum Lot Area and Width Requirements:**

There are no lot area or lot width requirements within the I-1 Light Industrial District.

**Parking Requirements:**

No parking is required. Operational parking requirements shall be satisfied by utilizing on-street parking spaces.

JGG/CJD/cjd

cc: Armando Valdes  
Thomas Mooney  
Laura Quenelle

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution approving an Amendment to that certain Lease Agreement between the City of Miami Beach (Tenant) and Gloria Miller-Rosenthal (Landlord), in the monthly amount of \$10,500, for the property located at 1833 Bay Road, Miami Beach, Florida, that is being used for certain Police Department Operations and for the Parking Department Sign Division, including extending the term of said Agreement, on a month-to-month basis, during which time development of alternate facilities to relocate the respective Police and Parking Department Operations are being completed; and further authorizing the Mayor and City Clerk to execute said Amendment to Lease Agreement

**Issue:**

Shall the City Commission approve the Amendment to the Lease Agreement?

**Item Summary/Recommendation:**

The Administration has been negotiating with the Landlord, an agreement has been reached, and the City would, effective February 1, 2004, continue to lease the Property on a month-to-month basis on the following terms and conditions:

- The Leased Premises, contains 6,464 square feet divided equally between the first and second floors, together with the surrounding land and parking areas.
- The City agrees to pay the Landlord, the sum of \$10,500 per month.
- The City and/or Landlord may terminate or discontinue the use of the first floor space or the second floor space or may terminate the entire month-to-month tenancy upon giving the other party sixty (60) days prior written notice of its intentions.
- In the event that either party terminates the use of one of the two floors of the Leased Premises, the monthly rental shall be reduced accordingly to \$5,250 per month. In addition thereto, if only one floor is being leased, the City shall be entitled to use only one-half of the surrounding land and parking spaces.

The Administration deems that the negotiated rate is below that of current market value, the proposed amendment extending the Lease Agreement on a month-to-month basis would provide the City an opportunity to complete improvements at the alternate City-owned facilities and relocate the Police Department operations and the Parking Department's Sign Division, and recommends approval of same.

OPTION: City also retains the rights to purchase the property for \$986,000 for a six month period, landlord retains the right to market the Property during said time with the City reserving the right to match any viable offer made to Landlord.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 80px; margin: 0 auto;"></div> Finance Dept.	<b>1</b>	\$63,000 (12 months)	Parking Department	
	<b>2</b>	\$15,750 (3 months)	Police Department	
	<b>3</b>			
	<b>4</b>			
	<b>Total</b>	\$78,750		

**City Clerk's Office Legislative Tracking:**

Christina Cuervo/Joe Damien

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM R7E  
DATE 2-4-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

*R. Z. Sanchez for*

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN AMENDMENT TO THAT CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH (TENANT) AND GLORIA MILLER-ROSENTHAL (LANDLORD), IN THE MONTHLY AMOUNT OF \$10,500, FOR THE PROPERTY LOCATED AT 1833 BAY ROAD, MIAMI BEACH, FLORIDA, THAT IS BEING USED FOR CERTAIN POLICE DEPARTMENT OPERATIONS AND FOR THE PARKING DEPARTMENT SIGN DIVISION, INCLUDING EXTENDING THE TERM OF SAID AGREEMENT, ON A MONTH-TO-MONTH BASIS, DURING WHICH TIME DEVELOPMENT OF ALTERNATE FACILITIES TO RELOCATE THE RESPECTIVE POLICE AND PARKING DEPARTMENT OPERATIONS ARE BEING COMPLETED; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AMENDMENT TO LEASE AGREEMENT**

### ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

### ANALYSIS

On January 31, 2001, the Mayor and City Commission adopted Resolution No.2001-24250 approving a Lease Agreement between the City of Miami Beach (Tenant) and Gloria Miller-Rosenthal (Landlord) for continuing the use of the property located at 1833 Bay Road, Miami Beach, Florida (the Property). The leased Property, includes the first floor (approximately 3232 square feet) currently housing the City's Parking Department Sign Division, the second floor (approximately 3232 square feet) which have been used to accommodate certain Police Department operations, and the use of the rear yard (approximately 4,000± square feet). The lease has a term of three years, commencing on February 1, 2001, and expiring at midnight on January 31, 2004, subject to funding availability, and contains a provision which allows the City to terminate the lease with a ninety (90) day notice if funding for the lease of the Property is no longer available.

In accordance with the direction received at the Finance and Citywide Projects Committee meeting of November 20, 2003, Police Department operations housed at the Property will be relocated to the first floor, north wing, of Historic City Hall. The ultimate relocation of the Parking Department Sign Division has not yet been determined but can remain on site at a proportionate rate. It is estimated that improvements to the Historic City Hall site will be completed by March 2004, which will extend beyond the termination date of the current Lease Agreement.

In light of the foregoing, the City Administration has been negotiating with the Landlord. An Agreement has been reached, and the City would, effective February 1, 2004, continue to lease the Property on a month-to-month basis on the following terms and conditions:

- The City and Landlord acknowledge that the Leased Premises, which contains two floors, contains 6,464 square feet divided equally between the first and second floors, together with the surrounding land and parking areas.
- The City agrees to pay the Landlord, as compensation for use of the Leased Premises, the sum of Ten Thousand (\$10,000) Dollars per month, plus Five Hundred (\$500) Dollars per month which represents the increase in real property taxes and insurance (as reported by Landlord) for the years 2001 through 2003.
- The City and/or Landlord may, at their sole discretion, without cause, terminate or discontinue the use of the first floor space or the second floor space or may terminate the entire month-to-month tenancy upon giving the other party sixty (60) days prior written notice of its intentions.
- In the event that either party chooses to terminate the use of one of the two floors of the Leased Premises, then, in that event, the monthly rental shall be reduced accordingly to Five Thousand (\$5,000) Dollars per month, plus Two Hundred Fifty (\$250) Dollars per month for real property taxes and insurance. In addition thereto, if only one floor is being leased, the City shall be entitled to use only one-half of the surrounding land and parking spaces.

#### Option to Purchase

Due to the following conditions, the Administration deemed that it may be in the City's best interest to further consider the possibility of purchasing the property, an option already included in the current lease agreement:

- The Property is located adjacent to two (2) City-owned municipal parking lots, and combined with same may provide the City with enhanced opportunity to develop the site, either on its own or via a public/private venture.
- In the past the City has invested approximately \$ 75,000 in improvements and upgrades to the property and the City has the opportunity to continue to take advantage of the improvements previously made.
- There are certain accessibility upgrades that would be required if the City did purchase the building.

As such, the City also negotiated an extended and more specific option to purchase which includes:

- The City reserving the right to purchase the property, for \$986,000; the amount equal to the average between the Landlord's asking price of \$1,050,000 and the appraised value (see attached appraisal) of \$922,000
  - within the next six (6) months; or
  - until such time as the City notifies Landlord in writing of its intention not to purchase; or

- until such time as the Landlord enters into a binding Purchase and Sale Contract for the sale of the Property with a pre-approved and qualified third party, with the City reserving the right to match the amount of said offer and purchase the Property, whichever occurs first.
- in the event the Landlord enters into a binding Purchase and Sale Contract for the sale of the Property with a pre-approved and qualified third party, and the City does not exercise its right to purchase the Property at that time and the Purchase and Sale is not consummated with said third party, the City's rights to purchase the Property shall continue as provided above.

Except as herein modified, all terms and conditions of the original Lease, dated January 31, 2001, shall remain in full force and effect.

In conclusion, the increased rental rate of \$ 19.49 per square foot, as offered by the Landlord was reportedly due to increases in Ad Valorem Property Taxes and property insurance. However, the rate is still considered to be under that of the current market rate for similar space, which was determined to range from approximately \$22.00 to \$24.00 per square foot. Although the newly proposed rate of \$19.49 per square foot is higher than that of the \$16 per square foot rate (which was negotiated as the median of \$15, \$16, \$17 per square foot for the prior 3 year term) provided in the current Lease, a review of the matter revealed the following:

- The City will continue to be provided the use of approximately 4,000 square feet of rear yard at no cost
- The City's ability to discontinue use on a "per floor basis", and reduce the rent proportionately, since the rental can be apportioned per floor

Based on the above, the Administration deems that the aforementioned rate of \$19.49 per square foot, which equates to (\$10,500 per month) to be reasonable for the month-to-month extension. The City will not be responsible for any other lease related costs to the Landlord, including any costs for additional increases in Property Taxes.

Funding to cover the proposed Lease payments will be made available in both the Police Department and Parking Department Fiscal Year 2003/2004 budgets. As stated above, the proposed Lease Agreement provides that the City may terminate the lease, with a sixty (60) day prior written notice.

In light of the foregoing, the Administration deems that the negotiated rate is below that of current market value, the proposed amendment extending the Lease Agreement on a month-to-month basis would provide the City an opportunity to complete improvements at the alternate City-owned facilities and relocate the Police Department operations and the Parking Department's Sign Division, and recommends approval of same.

JMG:CMC:JD:rlr

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**RESOLUTION NO: \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AN AMENDMENT TO THAT CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF MIAMI BEACH (TENANT) AND GLORIA MILLER-ROSENTHAL (LANDLORD), IN THE MONTHLY AMOUNT OF \$10,500, FOR THE PROPERTY LOCATED AT 1833 BAY ROAD, MIAMI BEACH, FLORIDA, THAT IS BEING USED FOR CERTAIN POLICE DEPARTMENT OPERATIONS AND FOR THE PARKING DEPARTMENT SIGN DIVISION, INCLUDING EXTENDING THE TERM OF SAID AGREEMENT, ON A MONTH-TO-MONTH BASIS, DURING WHICH TIME DEVELOPMENT OF ALTERNATE FACILITIES TO RELOCATE THE RESPECTIVE POLICE AND PARKING DEPARTMENT OPERATIONS ARE BEING COMPLETED; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AMENDMENT TO LEASE AGREEMENT**

**WHEREAS**, on January 31, 2001, the Mayor and City Commission adopted Resolution No.2001-24250 approving a Lease Agreement between the City of Miami Beach (Tenant) and Gloria Miller-Rosenthal (Landlord) for the use of the property located at 1833 Bay Road, Miami Beach, Florida (the Property) to house certain Police Department Operations and the Parking Department's Sign Division; and

**WHEREAS**, the lease has a term of three years, commencing on February 1, 2001, and expiring at midnight on January 31, 2004; and

**WHEREAS**, in accordance with the direction received at the Finance and Citywide Projects Committee meeting of November 20, 2003, Police Department operations housed at the Property will be relocated to the first floor, north wing, of Historic City Hall and the Administration is seeking to relocate the Parking Department Sign Division to an alternate City-owned facility; and

**WHEREAS**, improvements to the Historic City Hall site are estimated to be completed by March 2004, which extends beyond the termination date of the Lease Agreement; and

**WHEREAS**, in light of the foregoing, the City Administration has been negotiating with the Landlord to extend the term of the lease on a month-to-month basis to allow for the respective build-outs to be completed and relocation to occur; and

**WHEREAS**, an agreement has been reached between the Landlord and the City whereby the City would, effective February 1, 2004, continue to lease the Property on a month-to-month basis. A true copy of the Amendment to Lease Agreement being attached and made a part hereof;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission herein approve the attached Amendment to that certain Lease Agreement between the City of Miami Beach and Gloria Miller-Rosenthal, in the monthly amount of \$10,500, for the property located at 1833 Bay Road, Miami Beach, Florida, that is being used for certain Police Department operations and for the Parking Department Sign Division, including extending the term of said Agreement, on a month-to-month basis, during which time development of alternate facilities to relocate the respective Police and Parking Department operations are being completed; and further authorizing the Mayor and City Clerk to execute said Amendment to Lease Agreement.

**PASSED AND ADOPTED THIS 4<sup>th</sup> day of February 2004.**

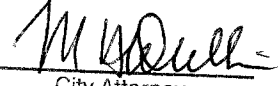
\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

JD:rd

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 1-30-04  
City Attorney                      Date

## AMENDMENT TO LEASE AGREEMENT

This Amendment to the Lease Agreement, dated January 31, 2001, for the use of the property located at 1833 Bay Road, Miami Beach, Florida (Property) by and between the City of Miami Beach (Tenant) and Gloria Miller-Rosenthal (Landlord) is entered into this 4<sup>th</sup> day of February, 2004.

### WITNESSETH

**WHEREAS**, on January 31, 2001, Gloria Miller-Rosenthal (Landlord) and the City of Miami Beach (Tenant) entered into a Lease Agreement for the use of the property located at 1833 Bay Road, Miami Beach, Florida (the Property) to house certain City of Miami Beach Police Department Operations and the Parking Department Sign Division; and

**WHEREAS**, the Lease Agreement has a term of three years, commencing on February 1, 2001, and expiring at midnight on January 31, 2004; and

**WHEREAS**, the City as Tenant is desirous of remaining on the Property, on a month-to-month basis, until such time as improvements to alternate City-owned facilities are completed to relocate its respective operations; and

**WHEREAS**, it is estimated that said improvements and relocation schedule extend beyond the termination date of the Lease Agreement; and

**WHEREAS**, in light of the foregoing, the Landlord and Tenant have mutually agreed to extend the term of the lease on a month-to-month basis to allow for the aforementioned improvements to be completed and allow adequate time for Tenant to relocate its respective operations, in accordance with the terms and conditions outlined herein.

**NOW, THEREFORE**, the Lease Agreement is hereby amended as follows:

The Tenant agrees that it will continue its lease effective February 1, 2004, on a month-to-month basis subject to the following terms and conditions:

- 1) The Tenant and Landlord acknowledge that the Leased Premises, which contains two floors, contains 6,464 square feet divided equally between the first and second floors, together with the surrounding land and parking areas.
- 2) The Tenant agrees to pay the Landlord, as compensation for use of the Leased Premises, the sum of Ten Thousand (\$10,000) Dollars per month, plus Five Hundred (\$500) Dollars per month which represents the increase in real property taxes and insurance (as reported by Landlord) for the years 2001 through 2003.
- 3) The Tenant and/or Landlord may, at their sole discretion, without cause, terminate or discontinue the use of the first floor space or the second floor space or may terminate the entire month-to-month tenancy upon giving the other party sixty (60) days prior written notice of its intentions.
- 4) In the event that either party chooses to terminate one of the two floors of the Leased Premises, then, in that event, the monthly rental shall be reduced



accordingly to Five Thousand (\$5,000) Dollars per month, plus Two Hundred Fifty (\$250) Dollars per month for real property taxes and insurance. In addition thereto, if only one floor is being leased, the Tenant shall be entitled to use only one-half of the surrounding land and parking spaces.

- 5) The Landlord agrees that the Tenant shall reserve the right to purchase the Property, for \$986,000, 1) within the next six (6) months; or 2) until such time as the Tenant notifies Landlord in writing of its intention not to purchase; or 3) until such time as the Landlord enters into a binding Purchase and Sale Contract for the sale of the Property with a pre-approved and qualified third party, the Tenant shall reserve the right match the amount of said offer and purchase the Property, whichever occurs first.
- 6) In the event the Landlord enters into a binding Purchase and Sale Contract for the sale of the Property with a pre-approved and qualified third party, and the Tenant does not exercise its right to purchase the Property at that time and the Purchase and Sale is not consummated with said third party, the Tenant's rights to purchase the Property shall continue as provided in 5.1 and 5.2 above.
- 7) Upon the Tenant's vacation of the Property, whether it vacates one floor at a time or both simultaneously, each floor will be redelivered to Landlord in the same condition same were leased, ordinary wear and tear excepted.
- 8) Unless specifically amended herein, all other terms and conditions of the Lease Agreement, dated January 31, 2001, between the Landlord and Tenant shall remain in full force and effect. In the event there is a conflict between the provisions provided herein and the Lease Agreement, the provisions of this Amendment to the Lease Agreement shall govern.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to the Lease Agreement to be executed by their duly authorized officials on the day first above indicated.

**ATTEST:**

**CITY OF MIAMI BEACH, FLORIDA  
(TENANT)**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

**GLORIA MILLER-ROSENTHAL  
(LANDLORD)**

\_\_\_\_\_  
**WITNESS**

JMG:CMC:JD:rd

T:\AGENDA\2002\SEP1102\CONSENT\RTTravelLeaseAmd.doc

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

1-30-04  
Date

**REPORT OF AN APPRAISAL**

**OF**

**TWO STORY OFFICE BUILDING  
1833 BAY ROAD  
MIAMI BEACH, FLORIDA**

**PREPARED BY**

**BONDARENKO ASSOCIATES, INC.  
201 S. GOLF BLVD., SUITE 2006  
Pompano Beach, Florida 33064**

# **BONDARENKO ASSOCIATES, INC.**

---

**201 South Golf Boulevard, Suite 2006  
Pompano Beach, Florida 33064-3259**

**FAX (954) 942-8471**

**hankrb@mindspring.com**

**PHONE (954) 942-3353**

**HENRY R. BONDARENKO, SRA, MAI  
State Certified General Real Estate Appraiser # 0000508**

April 24, 2003

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139

**SUBJECT: Office Building  
1833 Bay Road  
Miami Beach, FL  
Folio # 02 3233 013 0110**

**ATTEN: Mr. Jose Damien, Asset Manager**

Dear Mr. Damien:

Transmitted herein is the appraisal as per your request. I have physically inspected the real property, conducted required investigations, gathered necessary data and completed various analyses in order to form an opinion of market value of the property.

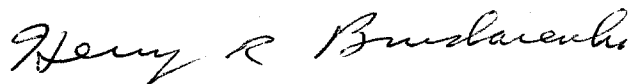
The property consists of an 6,468 sq. ft. CBS 2 story building built on a 8,000 sq. ft. site zoned I-1, Industrial by Miami Beach, Florida. The building is currently under lease to one tenant, the City of Miami Beach.

The value opinions and value conclusions contained herein are subject to the Limiting Conditions included in this report.

Thank you for providing me the opportunity to prepare this complete self contained appraisal . If you have any questions on the content of this report, or if I can be of assistance in other matters, please do not hesitate to contact me.

Very truly yours,

Bondarenko Associates, Inc



Henry R. Bondarenko, MAI  
State Certified General Real Estate Appraiser No. 0000508

## **CERTIFICATION**

I, Henry R. Bondarenko, do hereby certify that I have personally inspected the property identified as:

Two Story Office Building  
1833 Bay Road  
Miami Beach, Florida 33139

This report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and that I am in compliance with the Competency Provision. This appraisal assignment has not been based on an approval of a mortgage loan and/or reporting of a minimum or specific market value conclusion.

To the best of my knowledge and belief the statements of fact contained in this report and upon which the opinions herein are based, are true and correct subject to the "General Assumptions" and "General Limiting Conditions" herein set forth. This report has been made in conformity with the requirements and is subject to the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and the State of Florida for state certified appraisers.

Employment in and compensation for making this appraisal are in no way contingent upon the value reported, and I certify that I have no interest, either present or contemplated, in the subject property. I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.

This appraisal report sets forth all of the limiting conditions affecting the analyses, opinions, and conclusions contained in this report.

As a result of my investigation and analysis of the information obtained therefrom, as well as general knowledge and information pertaining to real estate valuation, it is my opinion that the Market Value of the encumbered fee simple estate of the subject property as of April 16, 2003 is:

**NINE HUNDRED TWENTY TWO THOUSAND DOLLARS**

**(\$922,000)**

Bondarenko Associates, Inc.



Henry R. Bondarenko, MAI

State Certified General Real Estate Appraiser No. 0000508

## **SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

LOCATION OF PROPERTY	1833 Bay Road (Number on building is 1837) Miami Beach, Florida 33139
OWNER OF RECORD	Gloria Rosenthal, Tr 1301 Royal Palm Way Boca Raton, Fl 33432 Ph 561 (368) 7148
SITE SIZE	8,000 Sq. Ft.
IMPROVEMENT DESCRIPTION	Two story CBS Industrial Building with 6,468 SF of enclosed area, with open parking, storage in rear yard.
ZONING	I-1, Industrial Use by Miami Beach.
CENSUS TRACT	41.010 5
FLOOD ZONE	AE, Panel 12025 C 0182J Rev. 3-2-94
UTILITIES	All available
REAL ESTATE TAXES	Folio # 02 3233 013 0110  Assessed Value Land \$400,000  Assessed Value Building \$110,453  Total Assessment 2002 \$510,453  2002 Tax \$12,799.36
SALES HISTORY	None in past 5 years
HIGHEST AND BEST USE	Industrial Office Use.
LEASE	Modified Net Lease to City of Miami Beach \$96,000 per year ending Jan. 31, 2004.
ESTIMATED VALUES	
COST APPROACH	\$ n/a
SALES APPROACH	\$938,000
INCOME APPROACH	\$922,000
FINAL CONCLUSION OF VALUE	\$922,000
EFFECTIVE DATE OF VALUE	April 16, 2003
TYPE OF VALUE	Encumbered Fee Simple Estate

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## GENERAL ASSUMPTIONS

I certify that, to the best of my knowledge and belief,...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My analyses, opinions, and conclusions were developed and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
5. I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
6. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
7. As of the date of this report, I have completed the requirements under the continuing education program for the Appraisal Institute.
8. I am currently certified by the State of Florida as a Certified General Real Estate Appraiser, Number RZ-0000508.
9. I have made a personal inspection of the property that is the subject of this report.
10. The compensation received for this appraisal report is in no manner contingent upon the reporting of a predetermined value or upon the amount of the value estimate. This appraisal assignment was not made, nor was the appraisal rendered on the basis of requested minimum valuation, specific valuation, or an amount which would result in approval of a loan. The compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result.
11. No one provided significant professional assistance to the person signing this report.
12. Analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the requirements of the State of Florida for state certified appraisers.

## ***GENERAL LIMITING CONDITIONS***

1. Unless otherwise stated, the value appearing in this appraisal represents my opinion of the market value or the value defined as of the date specified. Market value of real estate is affected by national and local economic conditions and consequently, will vary with future changes in such conditions.
2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, liens, unless specifically defined.
3. This appraisal report covers only the property described. Any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.
4. It is assumed that the title to the premises is good, that the legal description is correct, that any improvements are entirely and correctly located on the property described, and that there are no encroachments on this property, but no investigation or survey has been made.
5. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered.
6. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm which he is connected, or any reference to the Appraisal Institute or any of their designations shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other means of communication without my prior written consent and approval.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.
8. The contract for appraisal, consultation, or analytical service is fulfilled and total fee is payable upon completion of the report. The appraiser will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part, nor engage in post-appraisal consultation with the client or third parties, except under separate and special arrangement and at an additional fee.
9. The source of any data used in this report is considered confidential and will only be revealed on a need to know basis.
10. This appraisal is prepared for the private use of the property owner or mortgage lender and may be used by the property owner, his heirs, successors or assigns, as an aid in obtaining financing and as an aid in estate planning. Any other use of the appraisal is not authorized. In the event this appraisal is used for any unauthorized purpose, the user shall indemnify and hold harmless the Appraiser, its officers, directors and employees, from any and all claims, judgments or other liability, whether or not suit is filed, including reasonable attorney's fees and the expenses of litigation.
11. This appraisal report shall not be used for syndication purposes.
12. If this is improved property, this appraisal and value estimate in no way implies a warranty of the structural integrity of the improvements (or street improvements), which are the subject of the



appraisal. Any improvements are concluded to be of suitable construction, however, no structural engineering inspection, nor foundation inspection, nor mechanical equipment inspection has been made. Unless otherwise noted herein, working order of the mechanical equipment is assumed, however, the appraiser in no way warrants the adequacy, design, and sufficiency of mechanical features. If structural inspections and an engineering report are desired, then this firm will supply such a report at an additional fee, upon request.

13. The appraiser presumes that any improvements, either existing or to be built, meet the fire safety requirements of all applicable state and local building codes. It is assumed that a certificate of occupancy and acceptance has been issued by the State Fire Marshall and the local supervisory building inspector if this is improved property, unless a nonconformity is stated, defined, and considered in the appraisal report.

14. There is no reason to believe that this site has ever been used to process or store any hazardous substance or toxic waste. Never the less, the appraiser is not an engineer or environmental expert, and the appraisal assumption that there are no hazardous substances or toxic wastes on the site should not be construed as an expert conclusion.

The presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions may affect the value of the property. The value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

The existence of endangered species of flora or fauna, has not been considered and the appraiser assumes no responsibility in such matters. The appraiser is not qualified to detect such substances or species and, if desired, recommends that the client retain an expert in this field.

15. No termite inspection has been made, nor is a termite report available to the appraiser. It is assumed that the property is termite free.

16. The value estimates reported in this report assume that the site conforms to and meets all requirements of the mandated "concurrency" requirements, and is able to obtain building permits unless otherwise stated and defined.

17. The Market Value highlighted in this report is a nominal computation that does not adjust for carrying costs or the time value of money. The cost of taxes, utilities, and maintenance during the marketing period are not addressed in the Market Value.

18. The Americans with disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

19. Responsible ownership and competent property management are assumed.

20. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

21. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

22. Possession of this report, or a copy thereof, does not carry with it the right of publication.

23. No environmental or impact study, special market study or analysis, highest and best use analysis or feasibility study has been requested or made unless otherwise specified in an agreement for services in the report. The appraiser reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any subsequently becoming known to him.

24. The appraiser may not divulge material contents of the report, analytical findings or conclusions or give a copy of the report to anyone other than the client or his designee as specified in writing, except as may be required by the Appraisal Institute as it may request in confidence for ethics or standards enforcement or by a court of law or body with the power of subpoena.

25. This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analyses which are set forth in the report were prepared by the appraiser whose signature appears on the appraisal report. No change of any items in the report shall be made by anyone other than the appraiser and the appraiser shall have no responsibility if any such unauthorized change is made.

26. Comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit. All are considered appropriate for inclusion to the best of my factual judgment and knowledge.

27. The value contained within this appraisal report was in no way contingent upon reporting a predetermined value or conclusion. The fee for this appraisal or study is for the service rendered and not for time spent on the physical report.

#### Special Assumptions and Limiting Conditions

28. Acceptance and/or use of this appraisal report constitutes acceptance of the preceding conditions.

## **INTENDED USE AND USER OF APPRAISAL**

The use of this appraisal is to estimate the Market Value of the Fee Simple Estate of the Subject Property in "as is" condition. The user of this appraisal is anticipated to use it as an aid in decision making for purposes for possible purchase.

## **MARKET VALUE**

Section 1110 of FIRREA'S instructions to the Office of Thrift Supervision use the definition of Market Value below as developed by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and adopted by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and each acting in what he considers his own best interest;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

## **INTEREST APPRAISED**

The interest appraised herein is the encumbered Fee Simple Estate of the Subject Property.

## **IDENTIFICATION OF PROPERTY**

The property being appraised is an office warehouse property located at 1833 Bay Road, Miami Beach, Florida.

## **PROPERTY OWNER OF RECORD**

The property owner of record is Gloria Rosenthal, Tr., 1301 Royal Palm Way, Boca Raton, FL 33432.

## **OCCUPANCY DATA, PRESENT USE OF PROPERTY**

The property is currently being occupied by the City of Miami Beach under a lease, copy enclosed in this report.

## **SALES HISTORY**

None in past five years.

## **EXPOSURE TIME**

The anticipated exposure time is 6 months to a year. This assumes that the time period has already occurred at the effective date of appraisal.

## **ASSESSED VALUATION AND TAXES**

Folio # 02 3233 013 0110

Assessed Value Land \$400,000

Assessed Value Building \$110,453

Total Assessment 2002 \$510,453

2002 Tax \$12,799.36

## **SCOPE OF THE APPRAISAL**

Judgment, knowledge, and experience have been utilized in the gathering of comparable sales and rental information when applicable. The reporting of comparable information is realized by:

1. Obtaining leads, i.e., from newspapers, assessors' records, ISC Comparable On-Line Service, Lysias CD Sales and Demographic Service, MetroScan CD Sales Service, data from my files and others knowledgeable in real estate.
2. Reading/summarizing public documents, i.e., deeds and mortgages found in the County Clerk's Office.
3. Obtaining a knowledge of the comparables by locating and photographing each
4. Interest in the property, inspecting and analyzing public records.

## **APRAISAL PROCESS**

There are three approaches to value typically utilized by the appraiser in estimating market value. These are the Market Comparison Approach, Income Approach and the Cost Approach. Each approach draws upon the market data for its support and yet each approach provides a separate and distinct method by which to estimate value.

The Cost Approach represents a more theoretical alternative to the prospective purchaser. The premise is that the buyer will not be willing to spend more for the subject than the cost of constructing one of equal utility. The actual process involves a separate valuation of the site, an estimate as to the reproduction cost new of the subject improvements and an estimate of diminished utility or depreciation accrued to the subject improvements. The depreciated cost of the subject improvements and contributory worth of the subject's site improvements are added to the land value as established in the Site Valuation section concluding a total cost for the subject property. To this total cost must be added a reasonable estimate for entrepreneurial profit. The total cost plus entrepreneurial profit equates to a value estimate by the Cost Approach.

The Market Comparison Approach involves the comparison of the subject property with the sale of other properties, properties which are similar and compete with it on the open market. The premise is that the informed investor will pay no more for the subject property than for one of equal utility. The application of this approach requires an active market in which comparable properties are being traded. The appraiser must research comparable market sales located within the subjects immediate neighborhood or within neighborhoods considered comparable to the subject property. Units of comparison must be abstracted and these units of comparison correlated to form a value estimate by the Market Comparison Approach.

The Income Approach requires an analysis of the direct income a property will produce and how the quality and quantity are evaluated by the market. Anticipated future benefits are converted to an estimate of present worth through a process known as capitalization. A Market derived capitalization rate utilizing data commensurate with the risk and life expectancy associated with the subject property yields an estimate of market value. Comparable market rentals must be cited and these rentals directly compared to the subject property forming a rental estimate for the subject's individual units. From gross income an allowance for vacancy and collection loss must be subtracted as well as projected fixed and operating expenses. The residual is classified as Net Operating Income. Net Operating Income is converted to a market value estimate by a process known as capitalization. Net Operating Income is divided by the projected overall rate equating to market value estimated for the subject.

### **Correlation**

After applying the three approaches, the appraiser will have obtained three separate indications of value. The indicated values obtained from each approach must be correlated into one final conclusion of value. Usually one approach will be considered more significant than the rest, either because of the reliability of the data, or because of the type of property involved. Correlation is the process by which the appraiser objectively weighs each approach according to its importance and concludes to a final opinion of value.

In this case, I have utilized two approaches to value, the market comparison approach and the income approach, the cost approach was not applicable due to the age of the building, and have concluded to a final value opinion.

**APPRAISER QUALIFICATIONS HENRY R. BONDARENKO SRA, MAI**

State Certified General Real Estate Appraiser #RZ-0000508

**BUSINESS ADDRESS**

201 South Golf Boulevard, Suite 2006  
Pompano Beach, Florida 33064  
Telephone (954) 942-3353 Fax (954) 942-8471

**EXPERIENCE**

42 Years in Real Estate Appraising, Expert Witness in  
Circuit Courts in Florida, Indiana and Michigan

**MEMBER**

Life Member, Appraisal Institute, SRA, MAI  
Boca Raton Board of Realtors - Affiliate Member

**EDUCATION**

B.S. Degree, Michigan State University, East Lansing, Michigan, Courses I, II, IV, Standards of Professional Practice, American Institute of Real Estate Appraisers, Principles and Practice Course, Course 102, 202, Society of Real Estate Appraisers, Seminar - Appraisal Institute, Hotel Valuation, March 1992, Appraisal Institute, USPAP April 1992, 1996, Core Law 1993, 1996. Standards A and B, 1995, Market Comparison 1995, Fair Lending Practices 1996, Standards Part A, 1996. Litigation 1997. Core Law 1997. Market Analysis Appraisal Institute 1998. USPAP Course 430 "C" 2000. Core Law 2001.

**LICENSES**

State Certified General Real Estate Appraiser - State of Florida #RZ-0000508

**APPRAISAL ASSIGNMENTS (Governmental)**

City of Fort Lauderdale, FL; City of Pompano Beach, FL; Broward County, FL; Broward County School Board; Broward Community College, FDIC, RTC, US Army Corps of Engineers, Department of Interior, Special Master of Valuation Adjustment Board, Palm Beach County. City of Tamarac. Fort Lauderdale Executive Airport.

**APPRAISAL ASSIGNMENTS (Other)**

Coral Ridge Presp. Church, Ft. Lauderdale, FL; Hilton Hotels; Holiday Inn Motels; Barnett Banks; First Union National Bank; Michigan National Bank, Michigan; The Southernmost Motel, Key West, FL; The Pier House, Key West, FL; Executive Suite Hotel, White Plains, New York; Bank of America; American Bank of Martin County; Sheraton Motor Inn, Manitowoc, Wisconsin; Marriott Inn, Roanoke, VA; Marriott Inn, Trumbull, CT; Marriott Hotel, Pittsburgh, PA; Industrial Parks, Shopping Centers and Office Complexes in Ft. Lauderdale and Boca Raton area; golf courses; High Tech Industrial Parks; Rental Apartment Complexes; Art Deco Hotels, Miami Beach; Intracoastal Shopping Center, North Miami, FL; restaurants; marinas; mini-warehouses; P.U.D. in Greenacres and West Palm Beach, FL; subdivisions; Adult Congregate Living Facilities; Mercedes Auto Dealership; Coral Cadillac Auto Facility; Condominium Office complex; Hotel Conversion to Condominium in Georgia; Ft. Lauderdale Museum of Art Building; Sawgrass Expressway Site; Eagle Trace Golf Course, Coral Springs, FL; Pointe Savings & Loan, Boca Pointe, Boca Raton, FL; Broward Financial Centre Office Building, Ft. Lauderdale, FL; Barnett Bank, Highlands County, FL; Barnett Bank-Marina in Pompano Beach and Nokomis, FL, First Union-Camino Real Branch, Boca Raton, FL; Churches for City of Ft. Lauderdale, FL; Historical Facade Preservation Easement, Manhattan, NY, NY; Living Legends ACLF in Deerfield Beach, FL for Investors Florida Savings. Central Shopping Center, Oakland Park, FL, Bank of Tokyo, Coral Gables, Florida, Natbank, Amtrust Bank, Palm Beach National Bank and Trust Co., marina at Pine Island, Pointe Bank, South Trust Mortgage Corporation, Delta Life and Annuity Company, The Village Bank of Florida. Cynthia Gardens Apts, Boca Raton, FL, Margate Apartments, Margate, FL, Miramar Apartments, Miramar, FL, Villas of Kendall Apts. HSA Wexford Banc, Inc, Chicago, Illinois. Marina at Panacea, Florida. American National Bank. Mellon Bank, Republic Bank. Bank Atlantic, BankUnited. SouthTrust Bank. Ocean Bank, Mellon Bank, Derecktors Boat Yard, Dania Florida, Ocean Front Condominium, Palm Bay, FL, Gulf Harbor Marina, Nokomis, FL, Ramada Inn, Miami Beach, FL, Bay Inn, Miami, FL, Days Inn, West Palm Beach, FL, La Quinta Inn, West Palm Beach, FL, Travel Lodge, Ft. Lauderdale, Fairfield Inn, Jupiter, Bryan Road Marina, Dania. American Offshore Marina, Dania, Days Inn, West Palm Beach. Office, Jupiter, FL. 11



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD  
1940 N. MONROE ST.  
TALLAHASSEE FL 32399-0783

850-487-1395

BONDARENKO, HENRY R  
201 S GOLF BLVD #2006  
POMPANO BEACH FL 33064



STATE OF FLORIDA

AC#0582945

DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

RZ508

09/11/02 488352216

CERTIFIED GENERAL APPRAISER  
BONDARENKO, HENRY R

IS CERTIFIED under the provisions of Ch.475 FS.  
Expiration date: NOV 30, 2004 SEQ # L02091101892

DETACH HERE

AC#0582945

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

SEQ#L02091101892

DATE	BATCH NUMBER	LICENSE NBR
09/11/2002	488352216	RZ508

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2004

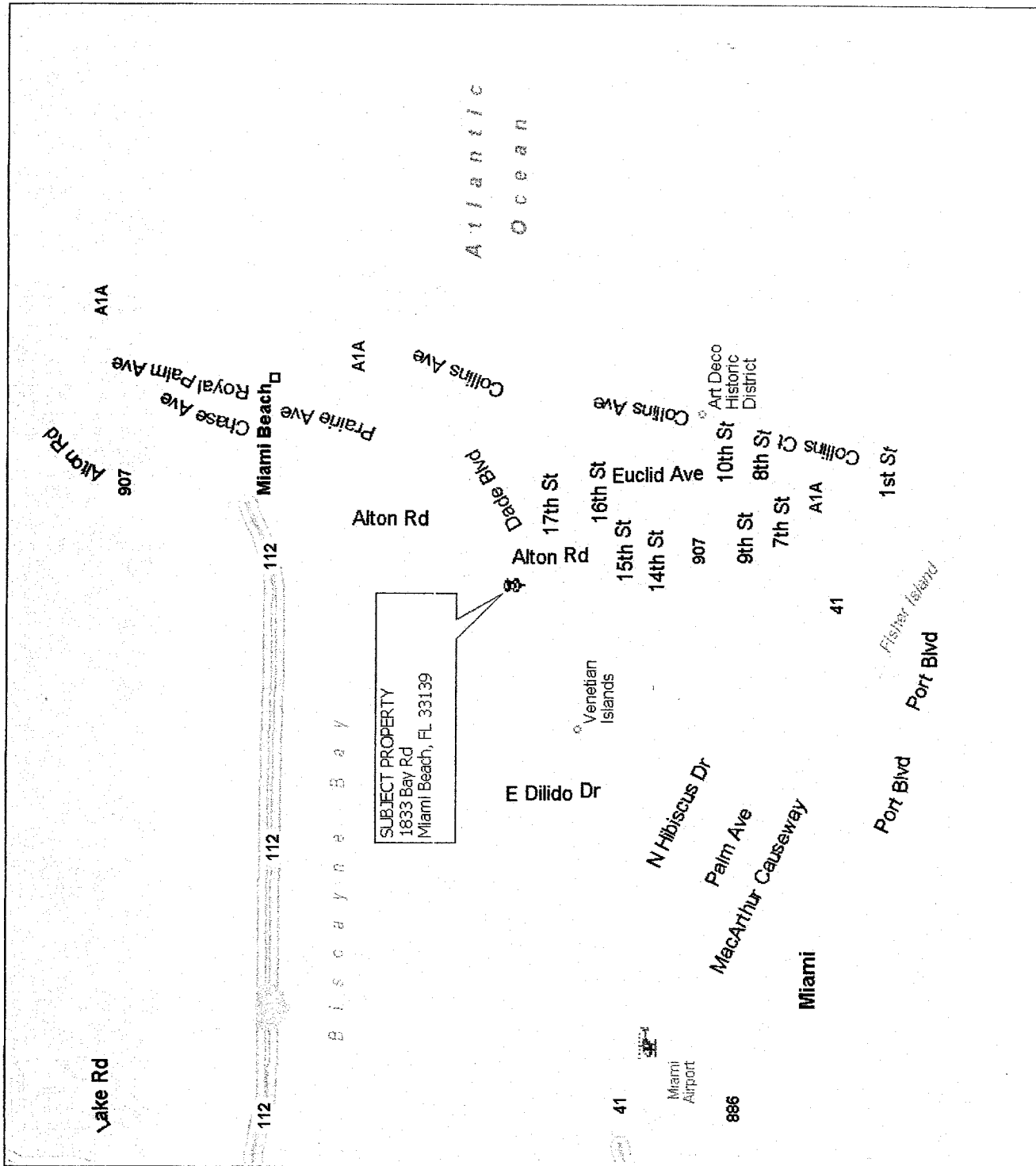
BONDARENKO, HENRY R  
1640 W OAKLAND PARK BLVD #303  
OAKLAND PARK FL 33311

JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KIM BINKLEY-SEYER  
SECRETARY

# PROPERTY LOCATION MAP





## **MIAMI-DADE COUNTY DATA**

Transportation plays an integral role in the area's ability to attract new industry. Miami-Dade County possesses a highly sophisticated transportation network, set up to move goods efficiently to anywhere around the world. This has contributed to the area's specialized access to new markets and its emerge as the business gateway to the world.

Miami-Dade County is the first major metropolitan area in Florida to not only recognize, but find comprehensive solutions to the complex problems of moving large numbers of people safely, quickly and economically. Responding to the needs of more than 1.7 million residents and the rapid growth rates projected for the future, Dade County government has formulated a Transportation Improvement Program (TIP) which integrates the Metrobus system, the Downtown People Mover and METRORAIL, a 21-mile rapid transit system.

Miami-Dade County possesses a diversified economy which promotes manufacturing as well as wholesale and retail trade and services. Miami-Dade ranks number one in Florida in both manufacturing employment growth and in the total number of new manufacturing firms setting up operations during the last ten years.

The area's economic vitality is closely linked to Latin America and the Caribbean Basin. A Florida International study projects that about 30 percent of Miami-Dade County's labor force will be directly related to international trade and commerce.

There are more than 4,900 acres of vacant industrial land in Miami-Dade County and about 62 percent lies west and northwest of Miami International Airport. The total amount of industrial building space is estimated at more than 102 million square feet by the Industrial Association of Miami-Dade County. Much of this space is located in the area's 37 industrial parks. Miami-Dade County is a recognized banking and finance center with 65 commercial banks and 22 saving and loan associations. It features a growing community of international banks that has experienced a phenomenal rate of growth in just a few years.

In terms of Edge Corporations (Edge Act Banks), Miami-Dade ranks as a leading center of international banking and finance. The number of foreign bank agencies, allowed here by Florida law only since 1978, has more than doubled in the last three years. At present, there are 35 foreign banks and 35 Edge Corporations.

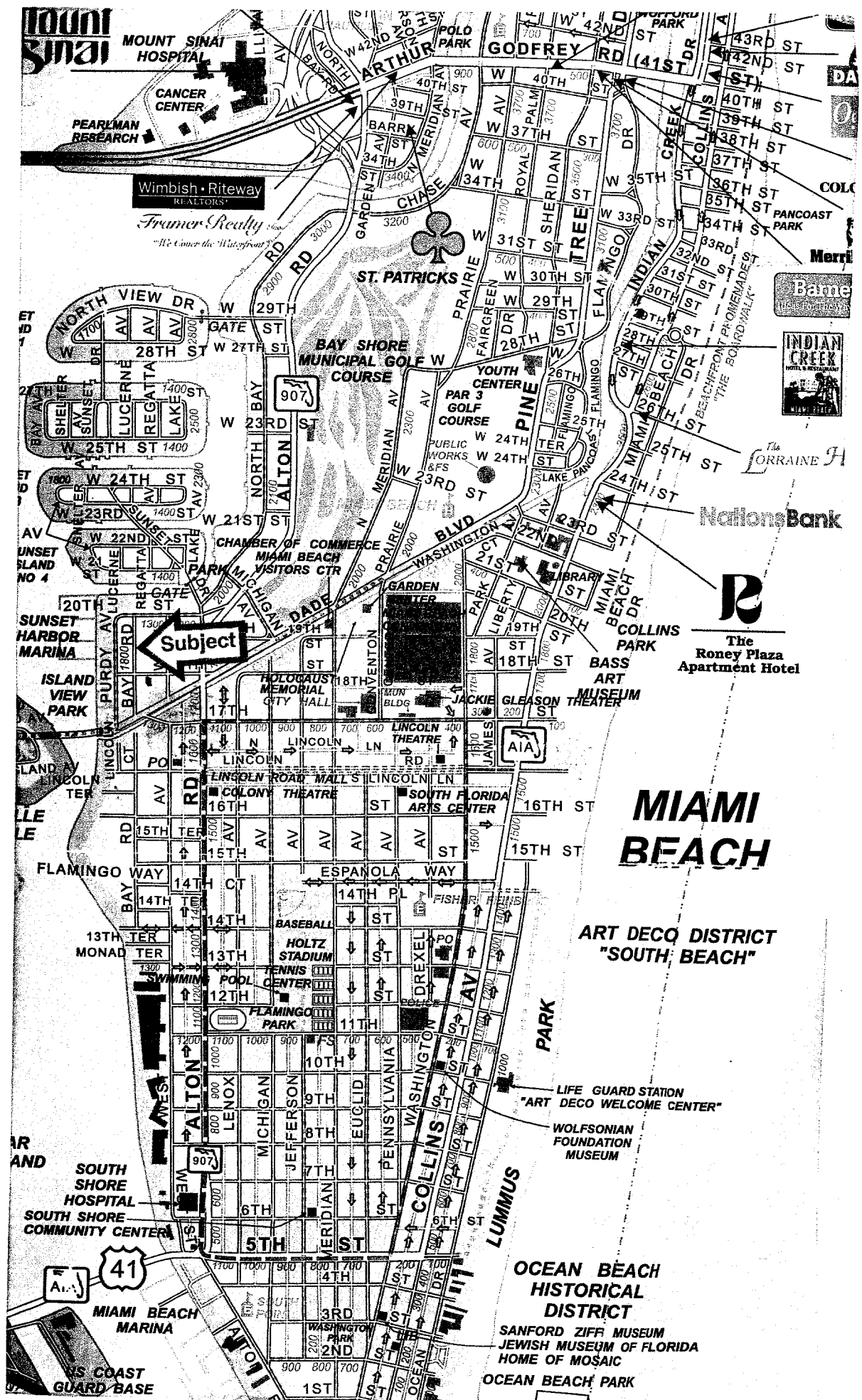
The availability of energy is an important factor in location decision making. Since Miami-Dade County's current supply of energy is more than adequate to meet projected demand, this factor should have a favorable impact on local industrial and economic development efforts. Water, sewer, and solid waste facilities are also well equipped to meet both present and future demand. Water is supplied directly to consumers by 22

### MIAMI-DADE COUNTY DATA - CONT.:

franchised utilities, serving approximately 85 percent of the developed area of Miami-Dade County. The overall design capacity of the sewer system has been increased by nearly 80 percent since 1978. Solid waste collection and disposal is also available on a comprehensive, countywide basis.

### CLIMATE CHARACTERISTICS

Climate:	Subtropical Marine.
Annual average temperature:	75.5 degrees.
Annual average low temperature:	69.5 degrees.
Annual average high temperature:	81.9 degrees.
Annual average of 90 F days:	30
Normal annual precipitation:	59.8 inches.
Average annual snowfall:	0.0 inches.
Average annual percentage probability of sunshine:	68%
Average annual relative humidity:	7:00 a.m. - 81% 1:00 p.m. - 60%
Average annual wind speed (mph)	9.2
Elevation (feet)	12



## CITY OF MIAMI BEACH DATA:

Miami Beach is located approximately two and one half miles east of the mainland of the City of Miami, in Dade County. Biscayne Bay separates Miami Beach from the mainland. The history of Miami Beach dates back to about the year 1400 at which time the area was occupied by the Tequesta Indians.

Miami Beach was still undeveloped in 1870 when Harry B. Lum of Ohio visited the island. Lum, along with friends from the north, purchased large tracts of the island from the government with the intent of developing a coconut plantation. Various factors combined to make this first attempt at developing Miami Beach a failure.

By 1907 John S. Collins and E. T. Field, both of New Jersey, began to clear approximately 85 acres for the development of an avocado grove. Field eventually sold out to Collins, who had by then acquired 1670 acres of oceanfront land in Miami Beach.

Collins along with his son-in-law, Thomas J. Pancoast began to develop part of this acreage for residential property in mid 1912. Their original development began in the area south of 14 Street. In July, 1912 construction was begun on a bridge connecting Miami Beach to the mainland. The bridge was completed in June, 1913.

Other developers also began to develop the area with extensive recreation facilities, including golf courses, polo fields, casinos and hotels. These same developers promoted Miami Beach as a vacation resort and encouraged thousands of tourist to come and enjoy the climate, beauty and vacation facilities.

Miami Beach was incorporated as the town of Ocean Beach in 1915 and as the City of Miami Beach on May 21, 1917. The total land area is 4,544 acres, or 7.1 square miles. The island is a mile or less wide and about 7.1 miles along in a north-south direction. The water frontage totals 63.26 miles of which 7.1 miles are ocean frontage.

The population of Miami Beach is strong tourist trade, the population peaks in winter months at in excess of one and a half residents.

There are approximately 341 hotel/motel properties on Miami Beach with a total of approximately 28,000 rooms. The Miami Beach Convention Center was completely remodeled and it contains approximately 550,000 square feet of exhibit space. Adjoining the center is the Theater Of The Performing Arts which seats 2,901 persons. Parking surrounding the convention center can accommodate in excess of 5,000 cars.

## CITY OF MIAMI BEACH DATA CONT'D:

Lincoln Road Mall, located immediately south of the convention center, is an open air pedestrian mall approximately 3/4 mile long. The mall includes large department stores and small specialty shops. Office and bank building surround the stores. Various other shopping areas are spread throughout Miami Beach and include numerous neighborhood stores within walking distance of the Subject Property.

La Gorce Golf Course is surrounded with expensive homes build around the course. Also La Gorce Island, one of the private beach island entrance is within 1/2 mile northwest.

The following weather information was complied by the National Weather Service.

Miami Beach lies five feet above sea level.

The average daily minimum temperature is 60.7 degrees.

The average daily maximum temperature is 86.8 degrees.

The average monthly temperature is 75.3 degrees.

The average monthly rainfall is 4.18 inches.

The normal ocean temperature at 3 PM is 77.6 degrees.

These statistics emphasize why Miami Beach is such a desirable tourist resort, particularly during the winter months. During the tourist season the average monthly temperature is 70+- degrees and there is under 2.5 inches of rain per month.

The Miami Beach Parks and Recreation Department complied the following data of city operated parks.

853.23 acres of park area. Two tennis centers with a total of 54 courts. Two municipal swimming pools. Five community centers. Two teen centers. One youth center with bowling lanes, an ice skating rink, swimming pool and 3 tennis courts. One chess center. Two 18 hole golf courses and one 9 hole par 3 course. 152.39 acres of oceanfront park area.

Additional Miami Beach tourist attractions include; the Bass Museum, fishing piers, the Miami Beach Art Center and the Miami Beach Garden and Conservatory.

Miami Beach has approximately 140 miles of paved street. Metered street parking is common throughout the area surrounding the subject. Municipal parking lots are also located close by. Miami beach is accessed from the mainland by the following four causeways:

## CITY OF MIAMI BEACH DATA CONT'D:

Gen. Douglas MacArthur Causeway, from NE 13th Street in Miami to 5th Street in Miami Beach.

Venetian Causeway, - from NE 15th Street in Miami to Dade Boulevard in Miami Beach.

Julia Tuttle Causeway, - from 36th Street in Miami to Arthur Godfrey Road (41st Street) in Miami Beach.

North Bay Causeway, - from 79th Street in Miami to 71st Street in Miami Beach.

These four causeways permit access to other main arteries and expressways. Collins Avenue is the main north-south artery through Miami Beach and adjoining islands. Collins Avenue is also known as A-1-A and travels north into Broward County.

Miami Beach has five public schools, including 3 elementary schools, one junior high and 1 senior high. In addition to the public schools there are eight private schools.

Miami Beach has been experiencing a trend towards condominium ownership in recent years. Condo ownership has been encouraged by converting apartment buildings and construction of new luxury condo projects. The conversions have caused many of the elderly residents of the beach to find new residences. Recent downward trends in the residential housing market have caused developers to continue to operate existing buildings as rental properties.

At the same time that condo developments have been going on many of the older luxury oceanfront hotels have been undergoing extensive rehabilitation. Due to the lack of recent hotel construction on Miami Beach the owners of existing properties have found it profitable to upgrade their hotels. In addition to the lack of new hotel construction many of the smaller older hotels have been converted or replaced by condo buildings.

The City of Miami Beach has continued to support the tourist industry in recent years by encouraging wide spread promotions. The expansion of other tourist areas in the state of Florida, primarily Disney World in Orlando, has caused Miami Beach and South Florida in general to develop new ways of attracting the tourist dollar.

A major improvement to Miami Beach has been the restoration of the beach itself. An extended dredging operation has been on-going for the past few years.

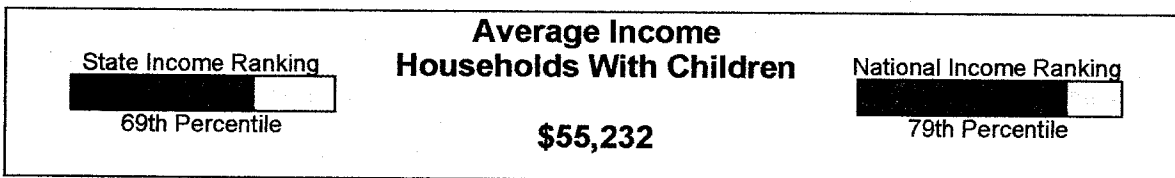
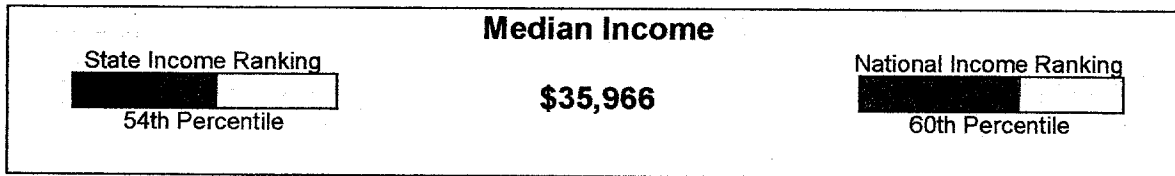
#### CITY OF MIAMI BEACH DATA CONT'D:

The tourist industry has tried to establish a stronger off season market for Miami Beach. Various promotions were developed to attract foreign tourists.

It can be concluded from the past history and the current trends of Miami Beach that the area should continue to be a desirable vacation resort. This is supported by the continued growth of South Florida as a tourist resort area. The various government agencies of the area and private developers have shown a desire to support the tourist industry in recent years. Older hotels have been converted or replaced by condo buildings.

## Income

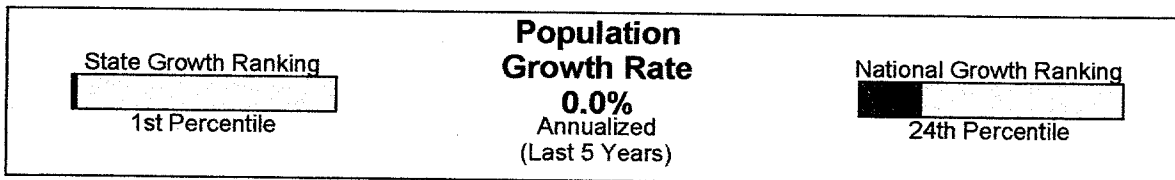
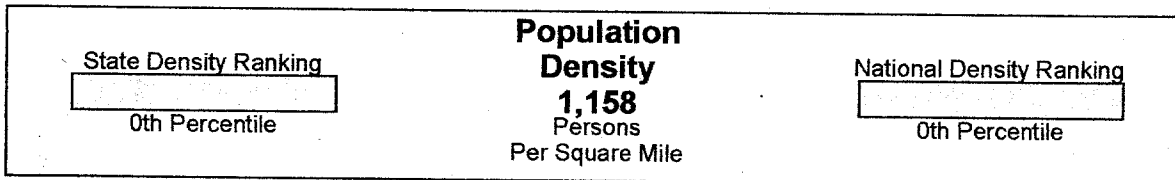
### For Miami-Dade County



## Population

### For Miami-Dade County

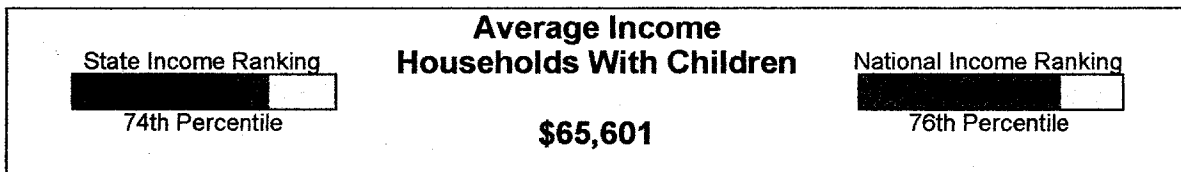
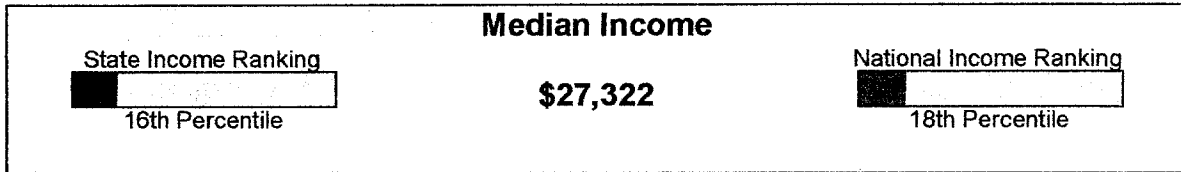
**Population = 2,253,362**  
**Land Area = 1,946.1 Square Miles**





## Income

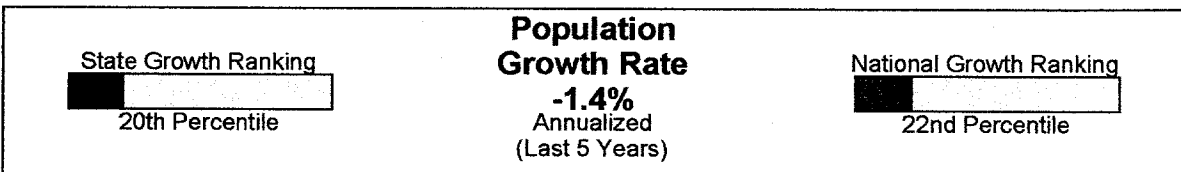
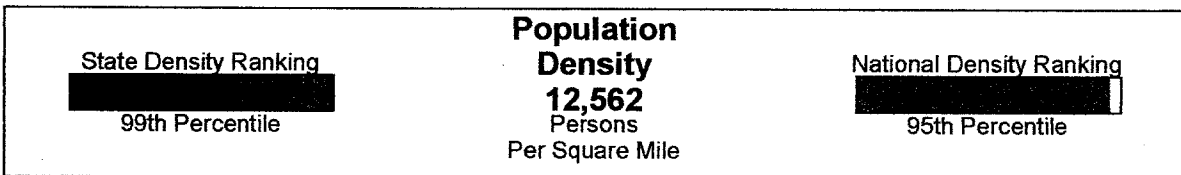
### For City of Miami Beach



## Population

### For City of Miami Beach

**Population = 87,933**  
**Land Area = 7.0 Square Miles**



## NEIGHBORHOOD ANALYSIS

The subject property is located in a suburban neighborhood ten miles from the Miami International Airport and five miles from the downtown area of the City of Miami in Miami Beach.

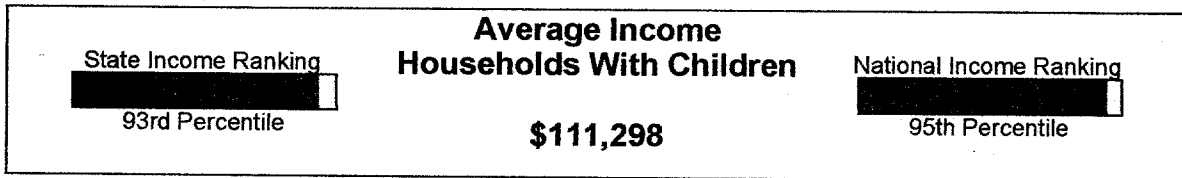
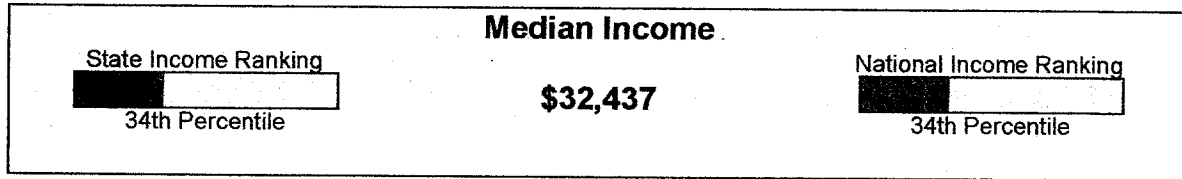
The character of the neighborhood is industrial/residential/office in nature, is considered average quality and in the redevelopment stage. Growth at this time is strong with good redevelopment potential. The subject will benefit from the neighborhood trends. The general neighborhood boundaries are north to 20 Street, south to Dade Boulevard, east to Alton Road and west to Purdy Avenue. This four block area is the only industrially zoned area on Miami Beach.

Principal access routes are north and south on Collins Ave or Alton Rd. and west to the mainland via the Julia Tuttle Causeway or the MacArthur Causeway. This neighborhood is a mixture of industrial, office, and residential. It is predominantly industrial and the trend is to more intensive industrial uses with service uses and retail uses starting to come in. Most of the buildings in this neighborhood, both residential and commercial, were built prior to 1955. In fact, the subject is about five blocks from the northwest corner of the nationally designated architectural historic district, generally known as the Art Deco District. The district has over 400 Art Deco style buildings which makes it one of the larger communities of significant architectural structures in the world. This area had been in a mode of deterioration punctuated by periodic promises of grand proportion, the latest resurgence began in the middle 1980's and has been exploding in the late 1990's and steadily ever since.

The subject's neighborhood consists of offices, auto body shops, a lumber yard, FPL sub station, Disco, animal hospital, artistic construction studio, music studio, (Bee Gees), accountant, small hotel, Miami Beach Parking Department, storage buildings, a few small houses and a police sub station. Most industrial uses in the area have historically been owner occupied buildings. Leasing activity in the area is unusual. Two new condominium projects were recently built at the eastern end of the Venetian Causeway. Sunset Harbor sold out the first phase in only 180 days. It has a total of 642 condominiums and townhouses facing Biscayne Bay. Villagio was recently completed directly on the ocean at 14<sup>th</sup> Street. Two new projects are being built just north of this, along with the new Loews Hotel and others being remodeled and rebuilt in this same area up to 20<sup>th</sup> Street along Collins Ave.

## Income

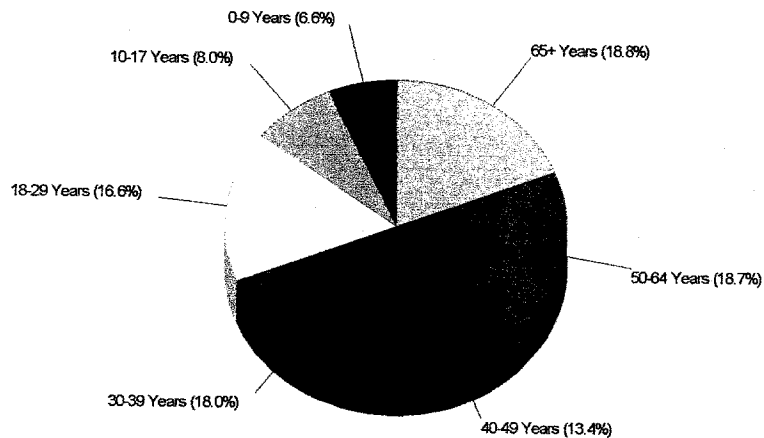
For Census Tract #0041.01 Within City of Miami Beach



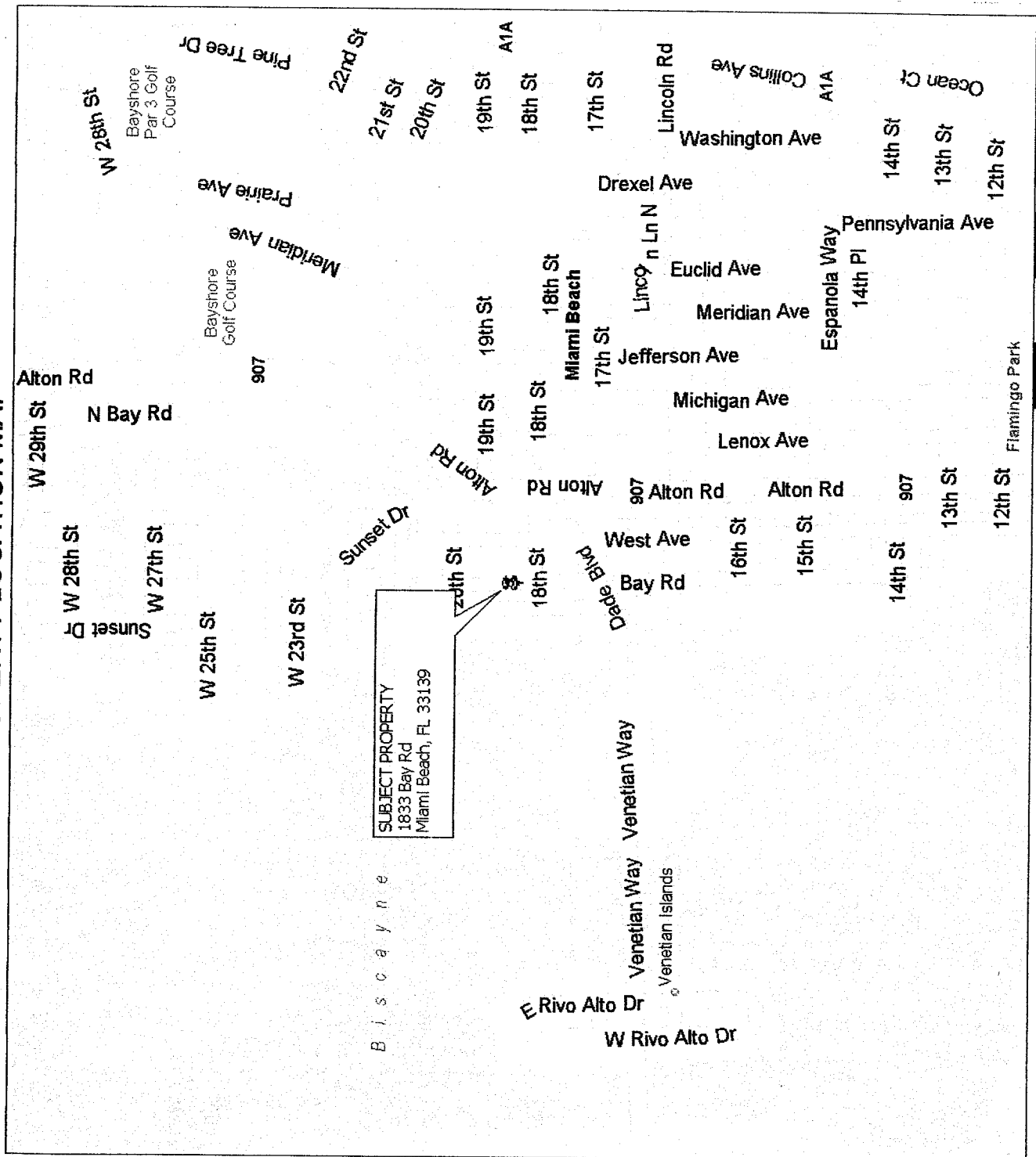
## Age Breakdown

For Census Tract #0041.01 Within City of Miami Beach

**Average Age = 40.5 Years**



# PROPERTY LOCATION MAP



## SITE DESCRIPTION

LOCATION OF PROPERTY	1833 Bay Road (Number on building is 1837) Miami Beach, Florida 33139
OWNER OF RECORD	Gloria Rosenthal, Tr 1301 Royal Palm Way Boca Raton, Fl 33432 Ph 561 (368) 7148
SITE SIZE	8,000 Sq. Ft., 50' X 160'
IMPROVEMENT DESCRIPTION	Two story CBS Office Industrial Building with 6,468 SF of enclosed area, with open parking, storage in rear yard, fenced perimeter.
ZONING	I-1, Industrial Use by Miami Beach.
CENSUS TRACT	41.010 5
FLOOD ZONE	AE, Panel 12025 C 0182J Rev. 3-2-94
UTILITIES	All available
REAL ESTATE TAXES	Folio # 02 3233 013 0110  Assessed Value Land \$400,000  Assessed Value Building \$110,453  Total Assessment 2002 \$510,453  2002 Tax \$12,799.36
SALES HISTORY	None in past 5 years
HIGHEST AND BEST USE	Industrial Office Use.
LEASE	Modified Net Lease to City of Miami Beach
ANALYSIS	The subject site is one of very few industrial zoned sites within the City of Miami Beach. Its office use will be allowed to continue along with the rear yard area utilized for storage, work area and parking. Other site of similar zoning are being converted to retail and office use and condominium retail sale use. This area is located close to the Lincoln Road Mall area which is improved with high end retail and restaurant use. This is a unique neighborhood with increasing values.

## DESCRIPTION OF IMPROVEMENTS

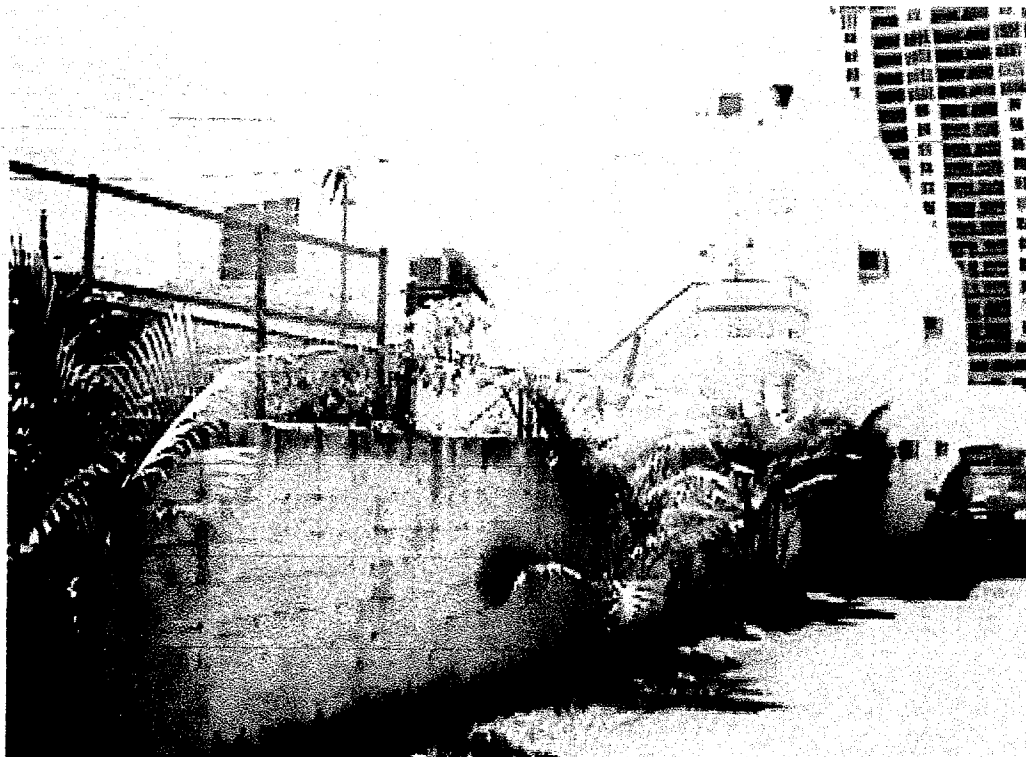
Building Type	Two story CBS
Year Built	1953
Construction	Concrete block and stucco.
Building Size/Number of Stories	Two story, 3,234 sq.ft. on the first floor 3,234 sq.ft. on the second floor..
Foundation	Reinforced concrete
Roof	Built-up.
Floors	Concrete
Exterior Walls	Concrete block and stucco
Interior Walls	Concrete block, drywall painted in offices.
Windows	Aluminum frame glass.
HVAC	Central air conditioning.
Electrical	150 Amp main panel, Adequate for this use.
Plumbing	Two Lavatories provided
Ceilings	Wood truss
Security	Door locks ,fence
Elevator	None
Comments	The building is of good utility for the use. Physical condition is rated average. No Functional or external obsolescence noted. No substantial remodeling noted.
Legal Description	Lot 10, Blk 13 Alton Beach Realty Co. AMD PL PB 9-146



**FRONT AND SOUTH SIDE VIEW OF SUBJECT**



**STREET VIEW NORTH, SUBJECT RIGHT**

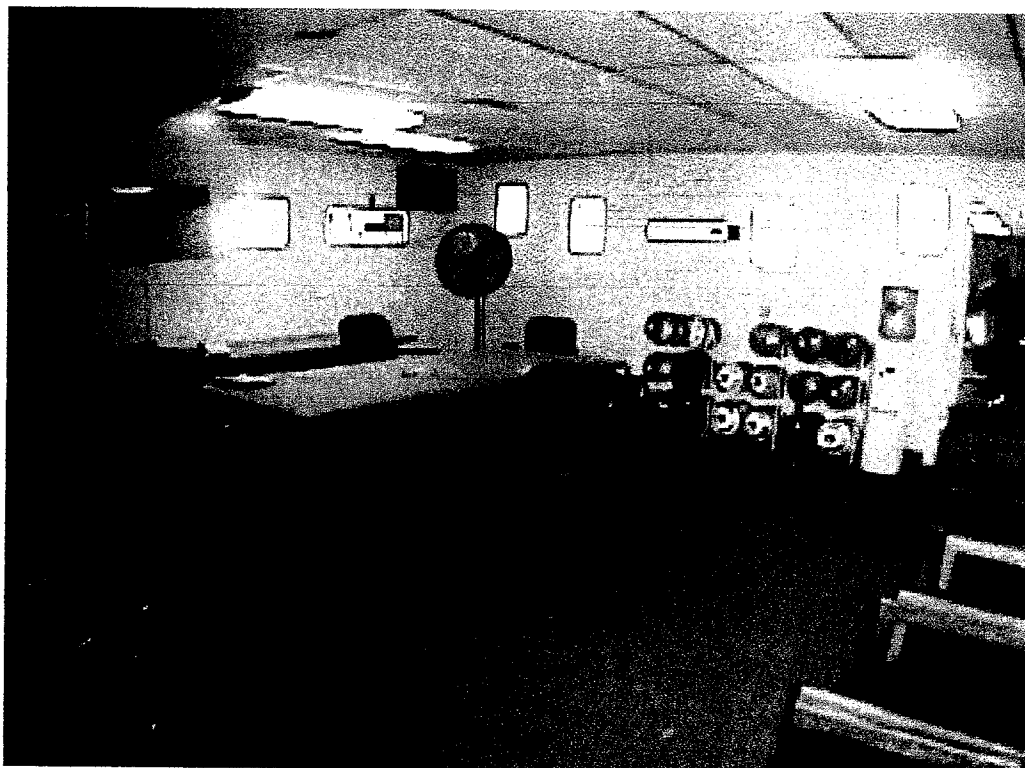


**REAR VIEW OF SUBJECT**



**FRONT AND NORTH SIDE VIEW OF SUBJECT**

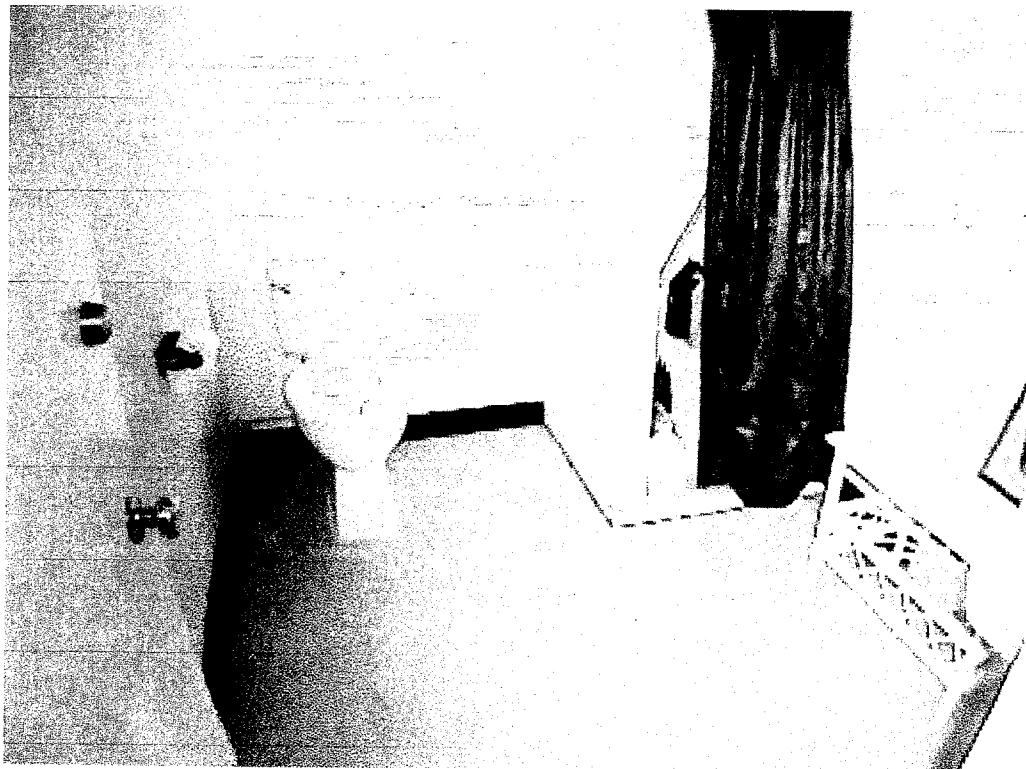




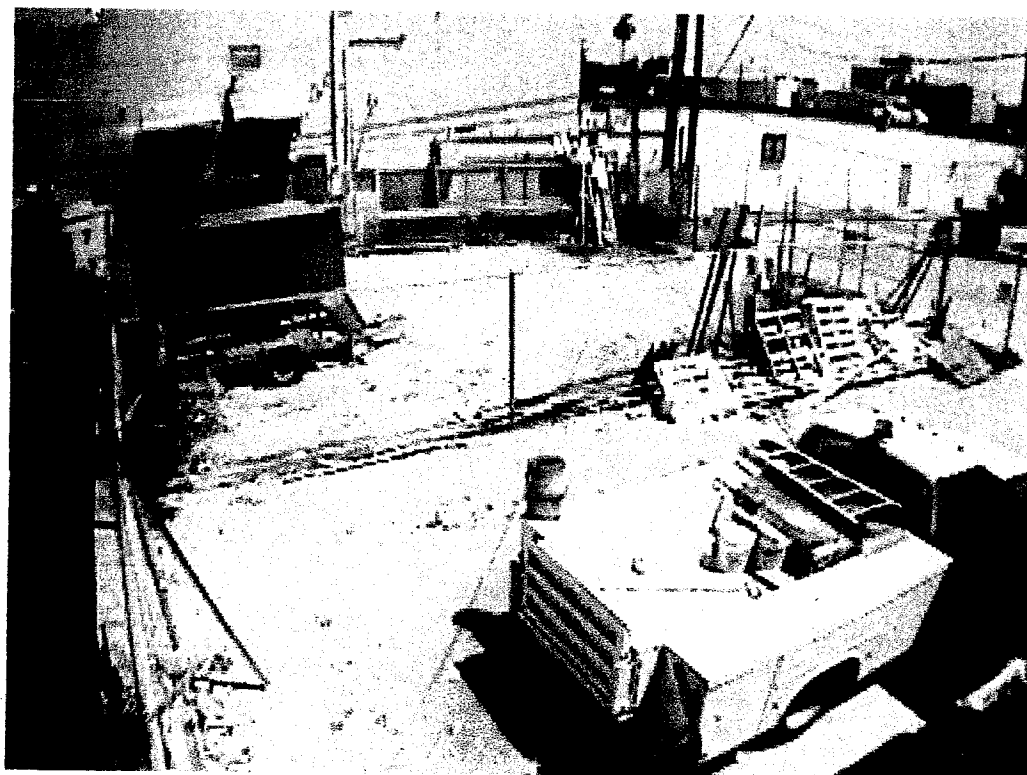
**INTERIOR VIEW OF CONFERENCE ROOM**



**OFFICE VIEW**



**LAVATORY**



**REAR YARD WORK AREA**

# VALUATION

## **CRITERIA IN HIGHEST AND BEST USE ANALYSIS**

The highest and best use of land, both as though vacant and property as improved, must meet four criteria. The highest and best use must be 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive. These criteria are usually considered sequentially; a use may be financially feasible, but this is irrelevant if it is physically impossible or legally prohibited. Only when there is a reasonable possibility that one of the prior, unacceptable conditions can be changed is it appropriate to proceed with the analysis. If, for example, current zoning does not permit a potential highest and best use, but there is a possibility that the zoning can be changed, the proposed use can be considered on that basis.

### **Physically Possible**

The size, shape, area, and terrain of a parcel of land affect the uses to which it can be developed. The utility of a parcel may depend on its frontage and depth. Irregularly shaped parcels can cost more to develop and after development, they may have less utility than regularly shaped parcels of the same area. After inspecting the subject site, it is physically adaptable for the existing improvements.

### **Legally Permissible**

In all cases an appraiser must determine what uses are legally permissible. Private restrictions, zoning, building codes, historic district controls, and environmental regulations must be investigated because they may preclude many potential highest and best use. The subject is zoned I-1, Industrial Use, therefore, the current use is a legal use.

### **Financially Feasible**

In determining which uses are physically possible and legally permissible, an appraiser eliminates some uses from consideration. Then the uses that meet the first two criteria are analyzed further to determine which are likely to produce an income, or return, equal to or greater than the amount needed to satisfy operating expenses, financial obligations, and capital amortization. All uses that are expected to produce a positive return are regarded as financially feasible. The subject is located in an area of dynamic office and retail use, therefore, the subject use is a financially feasible venture.

### **Maximally Productive Use**

Of the financially feasible uses, the use that produces the highest price, or value, consistent with the rate of return warranted by the market for that use is the highest and best use. To determine the highest and best use of land as though vacant, the same rate of return is often used to capitalize income streams from different uses into their respective values. This procedure is appropriate if all competing uses have similar risk characteristics. The use that produces the highest value is the highest and best use. The potential highest and best uses of land are usually long-term land uses, uses that are expected to remain on the site for the normal economic, or useful life of the improvements. The greatest return to the land could be realized by office use as currently utilized..

### **Conclusion**

The subject property meets the above four criteria, therefore, the Highest and Best Use is as office industrial use, both as improved and as though a vacant site.

## **HIGHEST AND BEST USE**

The Appraisal of Real Estate (Eleventh Edition 1996) defines Highest and Best Use on page 297 as:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

Highest and Best Use is a valuation concept that can be applied to either the land or improvements. It normally is used to mean that use of a parcel of land (without regard to any improvements upon it) that will bring the greatest net return to the land over a given period of time.

In order for a use to be the highest and best use, it must be physically possible and reasonably probable, legally permissible, financially feasible and maximally productive.

# **SALES COMPARISON APPROACH**

## **SALES COMPARISON APPROACH TO VALUE**

The Sales Comparison Approach to Value is the most commonly known and employed method of valuing real estate. The essence of this approach is the principle of substitution, that is, that a prudent purchaser will pay a price for a particular property which is commensurate with the prices currently being paid for similar properties in similar locations. Thus, data is accumulated respecting recent sales and offerings of properties containing similar structural, amenity and aesthetic features as are possessed by the subject property.

It is only a rare coincidence that any two properties are exactly alike. Generally, an adjustment process is required to compensate for the differences between comparable data employed and the subject property being appraised. In the case of tangible differences between two properties, the cost to reproduce the various items is used as a guide in making a particular adjustment. However, market experience has indicated that purchasers seek and tend to pay less for improvements or features. Therefore, judgment is used based upon the experience of reaction of typical prudent purchasers in the marketplace.

Other factors, besides structural detail, which bear upon the value of property include the time of sale, zoning, terms and the circumstances of the sale and location. The market data employed in relation to the subject property is analyzed and, in so doing, all items which contribute to or detract from value are taken into account.

The appraiser has accumulated market data concerning recent sales similar to the subject property in and around the subject market area of Miami Beach.

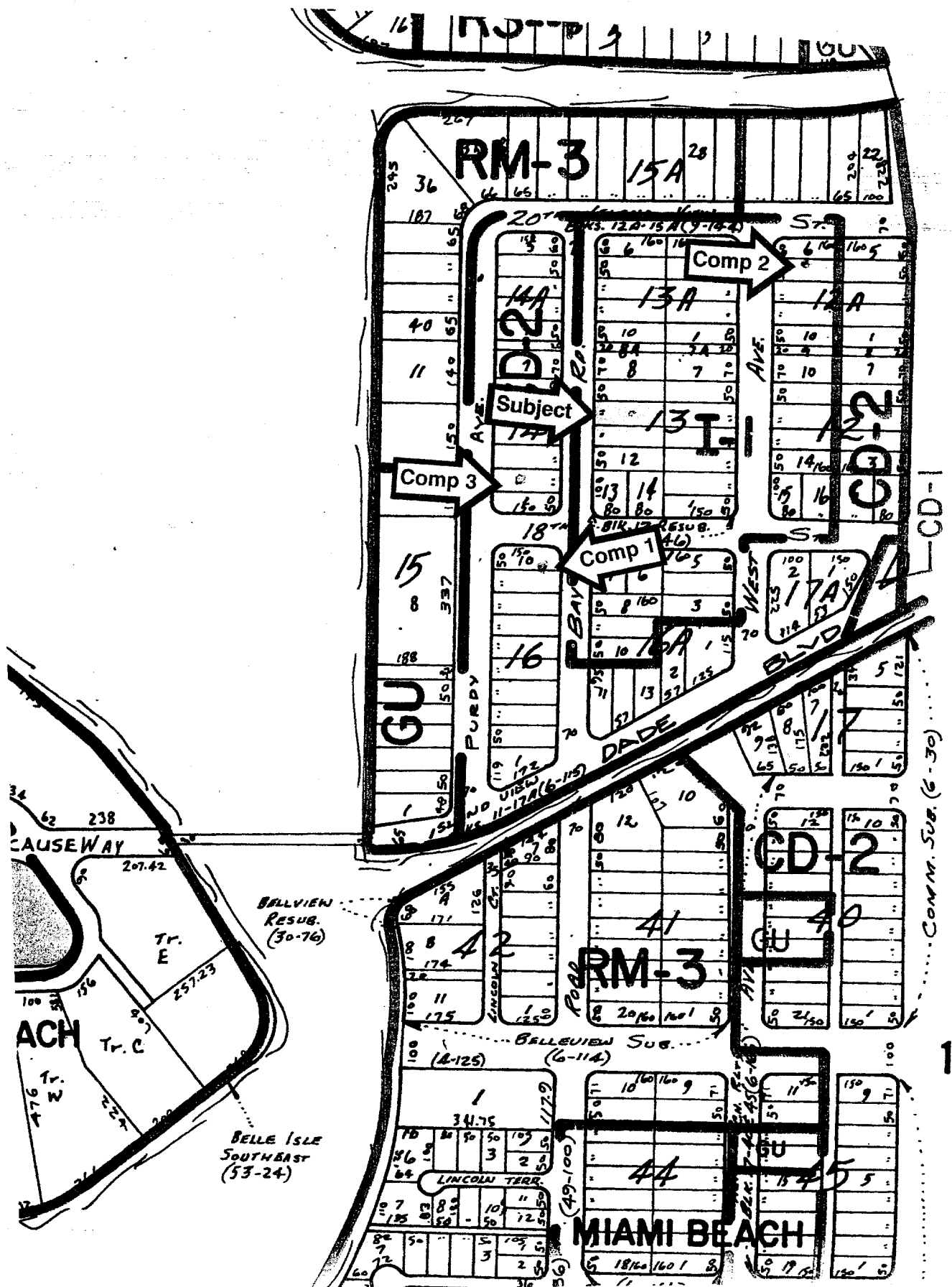
The general characteristics can be adjusted in order to get a feel for the indicated market rate. The salient details of the sales and the comparisons are discussed in the following pages.

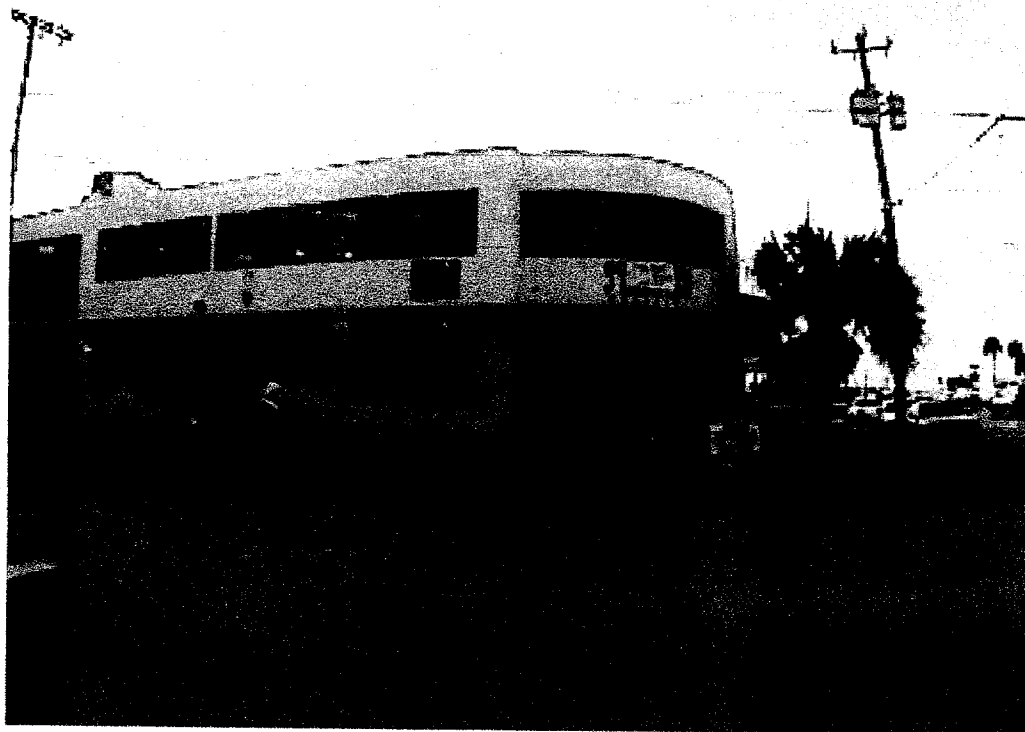
The map shows the following streets and locations:

- Subject Property:** 1833 Bay Rd, Miami Beach, FL 33139.
- Comparable Properties:**
  - 524 W 41st St, Miami Beach, FL 33140 (Comparable Sale No. 6).
  - 1688 Meridian Ave, Miami Beach, FL 33139 (Comparable Sale No. 4).
  - 1674 Meridian Ave, Miami Beach, FL 33139 (Comparable Sale No. 5).
- Other Streets:** Arthur Godfrey Rd, W 40th St, W 30th St, W 29th St, W 28th St, W 25th St, W 23rd St, W 20th St, W 19th St, W 18th St, W 17th St, W 16th St, W 15th St, W 14th St, W 13th St, W 12th St, W 11th St, W 10th St, W 9th St, W 8th St, W 7th St, W 6th St, W 5th St, W 4th St, W 3rd St, W 2nd St, W 1st St, W 0th St, W -1st St, W -2nd St, W -3rd St, W -4th St, W -5th St, W -6th St, W -7th St, W -8th St, W -9th St, W -10th St, W -11th St, W -12th St, W -13th St, W -14th St, W -15th St, W -16th St, W -17th St, W -18th St, W -19th St, W -20th St, W -21st St, W -22nd St, W -23rd St, W -24th St, W -25th St, W -26th St, W -27th St, W -28th St, W -29th St, W -30th St, W -31st St, W -32nd St, W -33rd St, W -34th St, W -35th St, W -36th St, W -37th St, W -38th St, W -39th St, W -40th St, W -41st St, W -42nd St, W -43rd St, W -44th St, W -45th St, W -46th St, W -47th St, W -48th St, W -49th St, W -50th St, W -51st St, W -52nd St, W -53rd St, W -54th St, W -55th St, W -56th St, W -57th St, 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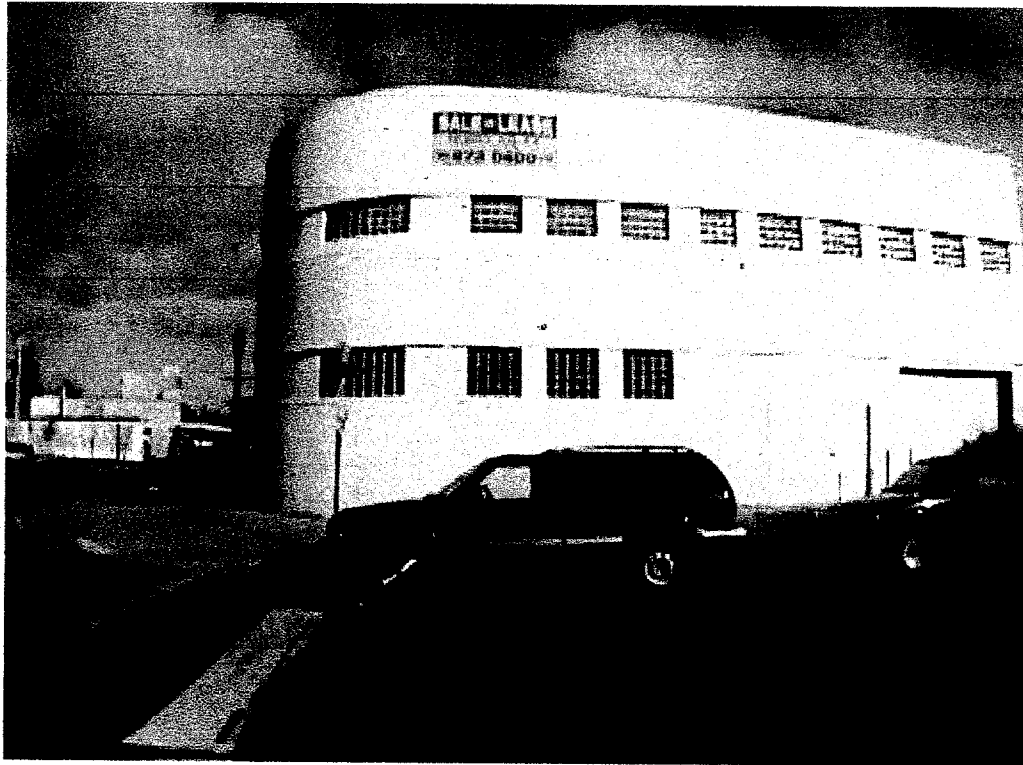






**COMPARABLE SALE NO. 1 1766 BAY ROAD**

ITEM	SUBJECT	SALE NO. 1
LOCATION	1833 Bay Road Miami Beach, FL	1766 Bay Rd Miami Beach, FL
DATE OF SALE	Appraisal 4-16-03	3-8-00
ORB/PAGE		19015-2438
ZONING	I-1, Light Industrial	CD-2
YEAR BUILT	1953	1957
GRANTOR		Southern Boating & Y, Inc
GRANTEE		Goldwater Realty VII, Inc
LAND SIZE IN SQ.FT.	8,000	11,250
SALE PRICE		\$1,800,000
BUILDING SIZE IN SQ.FT.	6,468 SF	9,186
Condition	Average	Average
SALE PRICE PER SQ.FT		\$195.95
COMMENTS		Remodeled two story after purchase



**COMPARABLE SALE 1935 WEST AVE**

ITEM	SUBJECT	SALE NO. 2
LOCATION	1833 Bay Road Miami Beach, FL	1935 West Ave Miami Beach, FL
DATE OF SALE	Appraisal 4-16-03	6-28-00
ORB/PAGE		19173-4295
ZONING	I-1, Light Industrial	I-1, Light Industrial
YEAR BUILT	1953	1940
GRANTOR		America's Attic Self Str
GRANTEE		Lindsay Holdings, LLC
LAND SIZE IN SQ.FT.	8,000	9,600
SALE PRICE		\$2,100,000
BUILDING SIZE IN SQ.FT.	6,468 SF	16,265
Condition	Average	Average
SALE PRICE PER SQ.FT		\$129.11
COMMENTS		Open warehouse that is being remodeld into retail and offices



**COMPARABLE SALE 1817 PURDY AVE**

ITEM	SUBJECT	SALE NO. 3
LOCATION	1833 Bay Road Miami Beach, FL	1817 Purdy Ave Miami Beach, FL
DATE OF SALE	Appraisal 4-16-03	3-8-99
ORB/PAGE		18508-1834
ZONING	I-1, Light Industrial	CD-2
YEAR BUILT	1953	1940
GRANTOR		1815 Purdy Ave Corp
GRANTEE		Office on the Bay LTD
LAND SIZE IN SQ.FT.	8,000	11,250 SF
SALE PRICE		\$1,800,000
BUILDING SIZE IN SQ.FT.	6,468 SF	15,120
Condition	Average	Average
SALE PRICE PER SQ.FT		\$119.05
COMMENTS		Remodeled into a club after purchase.



**COMPARABLE SALE NO. 4**

ITEM	SUBJECT	SALE NO. 4
LOCATION	1833 Bay Road Miami Beach, FL	1688 Meridian Ave Miami Beach, FL
DATE OF SALE	Appraisal 4-16-03	3-16-00
ORB/PAGE		19027-4950
ZONING	I-1, Light Industrial	CD-3 High Inten.Com'l
YEAR BUILT	1953	1961
GRANTOR		1688 Partners LTD
GRANTEE		Starwood Urban Ret.XII
LAND SIZE IN SQ.FT.	8,000	11,250 SF
SALE PRICE		\$13,000,000
BUILDING SIZE IN SQ.FT.	6,468 SF	89,599
Condition	Average	Average
SALE PRICE PER SQ.FT		\$145.09
COMMENTS		9 story office building also fronting on 17th St.



**COMPARABLE SALE NO. 5**

ITEM	SUBJECT	SALE NO. 5
LOCATION	1833 Bay Road Miami Beach, FL	1674 Meridian Ave Miami Beach, FL
DATE OF SALE	Appraisal 4-16-03	4-26-00
ORB/PAGE		19085-867
ZONING	I-1, Light Industrial	CD-3 High Inten.Com'l
YEAR BUILT	1953	1959
GRANTOR		1674 Meridian LTD
GRANTEE		Starwood Urban Ret.XII
LAND SIZE IN SQ.FT.	8,000	8,250 SF
SALE PRICE		\$3,800,000
BUILDING SIZE IN SQ.FT.	6,468 SF	33,184
Condition	Average	Average
SALE PRICE PER SQ.FT		\$114.51
COMMENTS		3 story office building remodeled after sale.



### COMPARABLE SALE NO. 6

ITEM	SUBJECT	SALE NO. 6
LOCATION	1833 Bay Road Miami Beach, FL	524 41st St Miami Beach, FL
DATE OF SALE	Appraisal 4-16-03	4-24-01
ORB/PAGE		19619-2512
ZONING	I-1, Light Industrial	524 Associates
YEAR BUILT	1953	1963
GRANTOR		524 Assoicates
GRANTEE		Aaron Realty Corp
LAND SIZE IN SQ.FT.	8,000	5,900 SF
SALE PRICE		\$2,000,000
BUILDING SIZE IN SQ.FT.	6,468 SF	14,985
Condition	Average	Average
SALE PRICE PER SQ.FT		\$133.46
COMMENTS		3 office building located on Aurther Godfrey Blvd

**SUMMARY OF SALES**  
1833 Bay Road  
MIAMI BEACH, FLORIDA

ITEM	SUBJECT	SALE NO. 1	SALE NO. 2	SALE NO. 3	SALE NO. 4	SALE NO. 5	SALE NO. 6
LOCATION	1833 Bay Road Miami Beach, FL	1766 Bay Rd Miami Beach, FL	1935 West Ave Miami Beach, FL	1817 Purdy Ave Miami Beach, FL	1688 Meridian Ave Miami Beach, FL	1674 Meridian Ave Miami Beach, FL	524 41st St Miami Beach, FL
DATE OF SALE	Appraisal 4-16-03	3-8-00	6-28-00	3-8-99	3-16-00	4-26-00	4-24-01
OR/PAGE		19015-2438	19173-4295	18508-1834	19027-4950	19085-867	19619-2512
ZONING	I-1, Light Industrial	CD-2	I-1, Light Industrial	CD-2	CD-3 High Inten.Com'l	CD-3 High Inten.Com'l	524 Associates
YEAR BUILT	1953	1957	1940	1940	1961	1959	1963
GRANTOR		Southern Boating & Y, Inc	America's Attic Self Str	1815 Purdy Ave Corp	1688 Partners LTD	1674 Meridian LTD	524 Associates
GRANTEE		Goldwater Realty VII, Inc	Lindsay Holdings, LLC	Office on the Bay LTD	Starwood Urban Ret. XII	Starwood Urban Ret. XII	Aaron Realty Corp
LAND SIZE IN SQ.FT.	8,000	11,250	9,600	11,250 SF	11,250 SF	8,250 SF	5,900 SF
SALE PRICE		\$1,800,000	\$2,100,000	\$1,800,000	\$13,000,000	\$3,800,000	\$2,000,000
BUILDING SIZE IN SQ.FT.	6,468 SF	9,186	16,265	15,120	89,599	33,184	14,985
Condition	Average	Average	Average	Average	Average	Average	Average
SALE PRICE PER SQ.FT		\$195.95	\$129.11	\$119.05	\$145.09	\$114.51	\$133.46
COMMENTS		Remodeled two story after purchase	Open warehouse that is being remodeled into retail and offices	Remodeled into a club after purchase.	9 story office building also fronting on 17th St.	3 story office building remodeled after sale	3 office building located on Aurthur Godfrey Blvd

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**ADJUSTMENTS TO SALES**

ITEM	SUBJECT	SALE NO. 1	SALE NO. 2	SALE NO. 3	SALE NO. 4	SALE NO. 5	SALE NO. 6
LOCATION	1833 Bay Road Miami Beach, FL	1766 Bay Rd Miami Beach, FL	1935 West Ave Miami Beach, FL	1817 Purdy Ave Miami Beach, FL	1688 Meridian Ave Miami Beach, FL	1674 Meridian Ave Miami Beach, FL	524 41st St Miami Beach, FL
SALE PRICE PER SQ.FT. BLDG.		\$195.95	\$129.11	\$119.05	\$145.09	\$114.51	\$133.46

**Analysis**

The first three sales, No. 1, No. 2, No. 3, are all located in the immediate enclave neighborhood. Sales No. 4 and No. 5 are located approximately 1/2 mile east in the area of 17th Street. All of the sales are warranted a plus adjustment for time. The sales range in date of sale from 3-8-99 to 4-24-01. The sale buildings are similar in size except Sales No. 4 and No. 5 which are considerably larger. Sales No. 1, 2, 3 & 5 were remodeled after purchase. The subject has not been remodeled recently, therefore, these sale are similar in condition at the time of sale. Sales No. 4 and No. 6 warrant a minus adjustment for being in superior condition at the time of sale. The subject property warrants an upward adjustment for the on-site rear yard for storage, parking or work area. It is accessible from Bay Road along the south side of the building.

**Analysis**

The above sales are all located in Miami Beach, three in the same immediate neighborhood. The sales range from \$114.51/SF to \$195.95/SF. After consideration of adjustments from the sales to the subject property, the value of the subject is anticipated to fall mid-range, say \$145.00 per sq. ft.

6,468 Sq.Ft.	x	\$145.00/SF	=	\$937,860	rounded to	\$938,000
						\$938,000

Estimated Value via Market Comparison Approach



## INCOME APPROACH

## INCOME CAPITALIZATION APPROACH

### Preface

The Dictionary of Real Estate Appraisal, by the American Institute of Real Estate Appraisers (Second Edition 1989), defines Income Capitalization Approach on page 156 as follows:

"Approach through which an appraiser derives a value indication for income-producing property by converting anticipated benefits, i.e., cash flows and reversions, into property value. This conversion can be accomplished in two ways: One year's income expectancy or an annual average of several years' income expectancies may be capitalized at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment; secondly, the annual cash flows may be discounted for the holding period and the reversion at a specified yield rate."

The value estimate by the Income Capitalization Approach is based upon capitalization of the net income estimated for the subject's improvements. The steps involved in estimating the value by this method are as follows:

1. Estimate the potential income that can be expected considering the leases and market rent levels.
2. Estimate the vacancy and expenses as deductions from the potential income to arrive at net operating income.
3. Estimate an overall rate based on market conditions.
4. Capitalize net operating income into an indication of value utilizing an appropriate overall rate.

### Estimate of Potential Income

In order to estimate the subject's potential gross income, it was necessary to survey other properties of similar utility. In the following pages, I have summarized properties considered to be competitive with the subject property within its neighborhood. The rentals are located within a one mile area from the subject property.

## ESTIMATED VALUE VIA INCOME APPROACH

### Estimate of Gross Economic Rent

The subject property lease rent is at \$14.84/SF/Year, modified Net

The market rent is estimated at a higher rate from local comparable rental properties. The economic rental is as follows:

First Floor	3,234 SF x \$20.00/SF	\$64,680.00
Second Floor	3,234 SF x \$15.00/SF	<u>\$48,510.00</u>
Total Income		\$113,190.00

Vacancy and Rent Loss @ 5%	<u>\$5,660.00</u>
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Effective Gross Income	\$107,530.00
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### Expenses

The tenant is responsible for all utilities plus maintenance of the property. The following expenses are as follows:

Real Estate Taxes	\$12,800.00
Insurance	\$5,000.00
Management Fees @ 5%	<u>\$5,660.00</u>
Total Operations Expenses	\$23,460.00
Net Operating Income	\$84,070.00

### Capitalization

Overall Capitalization Rate	9%
NOI \$84,075 ./. OAR .09 =	\$934,111.00

### Less Discounted Rent Loss-9 Months

Market Rent	\$113,190
Contract Rent	<u>\$ 96,000</u>
Annual Rent Loss	\$ 17,190 (\$1,432/Mo)
Discount Factor 9 month @ 9% Interest Rate = 8.671576	
8.671576 x \$1,432/Mo. = \$12,418	<u>\$12,418.00</u>

Balance	\$921,693.00
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rounded to	\$922,000.00
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Estimate Value via Income Approach	\$922,000.00
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### ESTIMATE OF GROSS ECONOMIC RENT

An investigation of comparable rental properties was made in the subject market area. They are listed on the following pages with an analysis of the rentals in comparison to the subject property.

#### COMPARABLE RENTAL NO. 1

Location	Property Description	Sq.Ft.Area	Rental Rate
1919 Purdy Ave	Two CBS office. Landlord stated last tenant trashed the place	3,750 SF 1st Fl 1,500 SF 2nd Fl	\$12.00/SF Modified Net

#### COMPARABLE RENTAL NO. 2

Location	Property Description	Sq.Ft.Area	Rental Rate
1720 Lennox Ave	One story CBS converted house	1,600 SF	\$15.75/SF Net

#### COMPARABLE RENTAL NO. 3

Location	Property Description	Sq.Ft.Area	Rental Rate
17th Street & Michigan Ave	Multistory CBS Office Recently remodeled	120,000 SF 118,000 SF available, just started renting	\$28.00/SF Net

#### COMPARABLE RENTAL NO. 4

Location	Property Description	Sq.Ft.Area	Rental Rate
1690 Alton Road	A multi tenant complex of two stories with retail and office space	1,880 SF Kid Cool	\$17.00/SF Net
	Shell-Office	400 SF	\$18.00/SF Net

#### COMPARABLE RENTAL NO. 5

Location	Property Description	Sq.Ft.Area	Rental Rate
1250 20th Street (Also 1935 West Ave) This is Sale No. 2 located one block NE of subj.	This is a 16,265 Sq.Ft. 2 story CBS warehouse structure being converted into retail and office space	5 @ 780 Sq.FT 1 @ 1,620 SF 1 @ 1,020 SF 1 @ 1,050 SF	Office Office Office Office
		5 @ 900 SF 1 @ 975 SF 1 @ 1,275 SF 1 @ 1,900 SF	Retail Retail Retail Retail
			\$20.00/SF Net, 2nd Flr \$14.81/SF Net, 2nd Flr \$17.65/SF Net, 2nd Flr \$18.29/SF Net, 2nd Flr \$43.33/SF Net 1st Flr \$43.08/SF Net 1st Flr \$42.35/SF Net 1st Flr \$44.21/SF Net 1st Flr

#### Analysis

Comparable Rentals No. 1 and No. 5 are located within the immediate enclave neighborhood. No. 1 is in poor condition, Comparable Rental No. 5 is being remodeled into new spaces and therefore, would be rated superior to the subject property as to condition. Comparable No. 2 is a converted dwelling. Comparable No. 3 is a large multistory office building recently remodeled. Comparable No. 4 is part of a multitenant complex on Alton Road. The office spaces range from \$12.00/SF to \$28.00/SF, the retail space ranges from \$17.00/SF to \$44.21/SF. The subject is primarily an office complex, however, it has the added advantage of having a rear yard for work area, storage or parking.

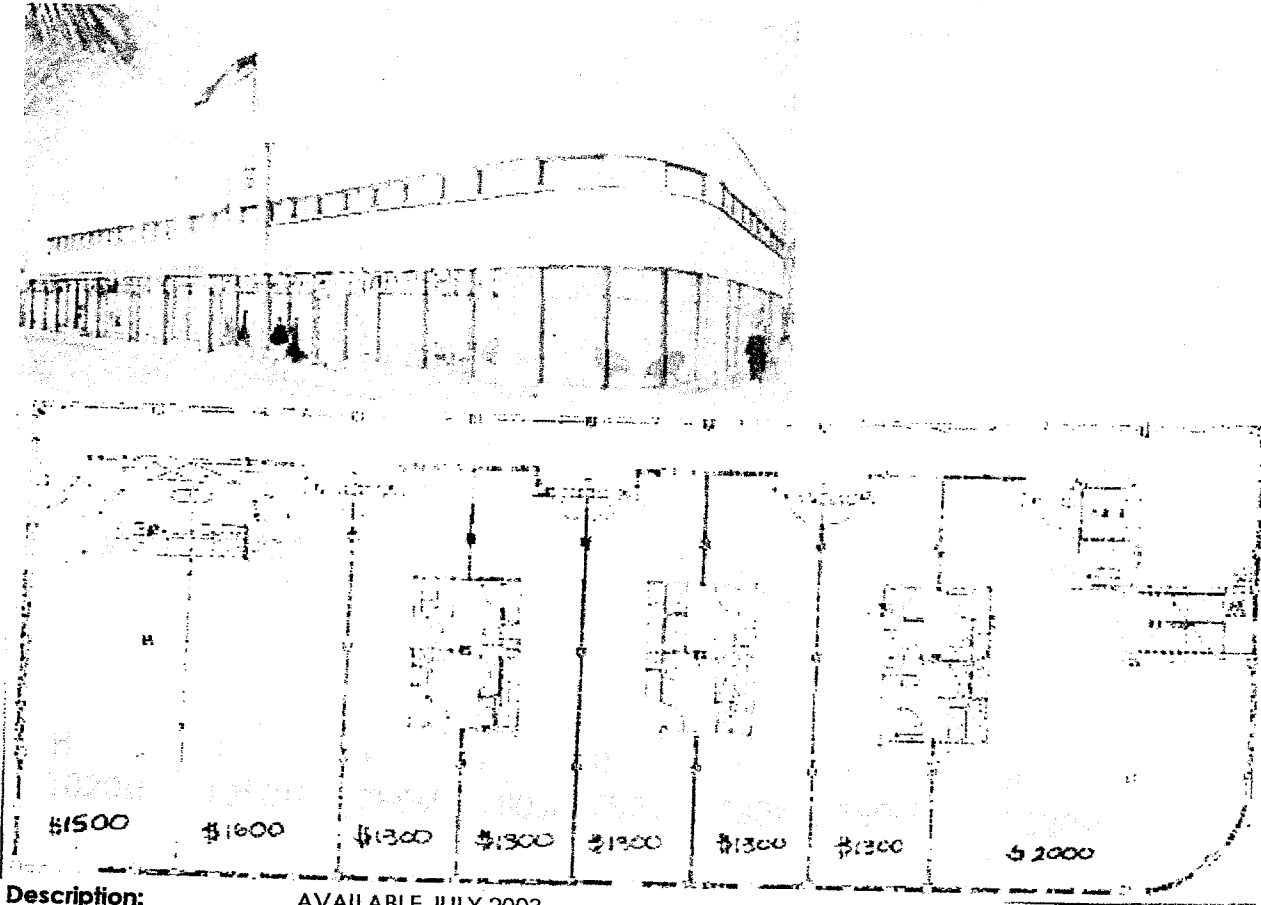
The estimated rental value of the subject space is anticipated to fall mid-range of the office comparables, say \$20.00/SF for the first floor and \$15.00/SF for the second floor, modified net, meaning the landlord pays for insurance, management and real estate taxes.

First Floor	3,234 SF	x	\$20.00/SF	=	\$64,680
Second Floor	3,234 SF	x	\$15.00/SF	=	\$48,510
				Total	\$113,190

**Estimated Economic Rental for the Subject Property**

**\$113,190**

1250 20TH STREET, SOUTH BEACH FL



**Description:**

AVAILABLE JULY 2003

PRICES INCLUDE PASS-THROUGHS FOR BASE YEAR (PROP. TAX/INSUR./MAINTENANCE)  
(utilities paid separately by tenant)

ELEVATOR, STAINED CEMENT FLOOR, FULL BATH, KITCHEN, CENTRAL A/C, 10'4" CEILINGS

**Parking:**

WINDOW DECAL - \$64.20/mn ( buy at Parking Dept., 1130 Washington Av., 305.673.7505)  
18th/Alton-Bay 20th/Alton-Bay  
Bay/Dade-20th West/Dade-20th Alton/20th-Sunset IV Alton/20th-Dade

**Terms:**

1-5 YEAR LEASE; 2 MN. SECURITY + 1<sup>ST</sup> MONTH RENT; 7% SALES TAX; 5% ANNUAL INCREASES

**Commission:**

Max. to cooperating broker is 3% of base net rent of the base term (max. 5 yrs.)

**Contact:**

**MELISSA DUNN 305.674.0600 x306**

230 5<sup>th</sup> Street, Miami Beach, FL 33139 • f 305.674.0619

melissa@robinscompanies.com • www.robinscompanies.com

(Offer subject to error, omission, prior sale or withdrawal)

**scott robins companies**

	Q	F	B	T	C	S	A
H	127081	90004	90004	90004	90004	90004	90004
	\$4500	\$3250	\$3250	\$3250	\$3250	\$3250	\$3250
97853							
\$3000							

AVAILABLE JULY 2003

ENTRANCES ON 20TH STR., CEMENT FLOORS, HANDICAP BATH, CENTRAL A/C, 11'4" CEILINGS  
SIDEWALK USAGE: CONTACT CITY MIAMI BEACH 305.673.7420

YOU CAN PARK AT ANY METER IN SUNSET HARBOR AREA !!

WINDOW DECAL: \$64.20/rm ( buy at Parking Dept., 1130 Washington Av., 305.673.7505)  
18th/Alton-Bay 20th/Alton-Bay Bay/Dade-20th West/Dade-20th Alton/20th-Sunset/V Alton/20th-Dade

UP TO 5 YEAR LEASE, 2 MN. SECURITY + 1<sup>ST</sup> MONTH RENT, 7% SALES TX, 5% ANNUAL INCREASES

Max. to cooperating broker is 3% of base net rent of the base term (max. 5 yrs.)

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## ESTIMATE OF OVERALL CAPITALIZATION RATE

### Band of Investment

Because most properties are purchased with debt and equity capital, the return on investment component of the overall capitalization rate must satisfy the market return requirements of each investment position. Lenders must anticipate receiving a competitive interest rate commensurate with the perceived risk or they will not make funds available. Similarly, equity investors must anticipate receiving a competitive equity yield commensurate with the perceived risk or they will divert their investment funds elsewhere.

The capitalization rate for debt is called the mortgage constant. It is the ratio of the annual debt service to the principal amount of the mortgage loan.

The equity investor also seeks a return on and of the equity investment. The rate used to capitalize equity income is called the equity dividend rate. The equity dividend rate is the ratio of equity dividend to the amount of equity. For appraisal purposes, the equity capitalization rate for the subject property is the anticipated return to the investor usually for the first year of the holding period.

The applicable ratios and rates for the subject property are as follows:

Available Mortgage Loan	75% of Value
Interest Rate	9.25%
Amortization Period	18 Years
Equity Dividend Rate	2%
Mortgage Constant	11.4

### Overall Capitalization Rate

Mortgage .75 x .11.4 Constant	.085
Equity .25 x .02	<u>.005</u>
Total	.09

Estimated Overall Capitalization Rate = 9%

Supporting data for the above rates are found on the following pages. They consist of a survey of lenders in various geographic areas as published by The Appraisal Institute in The Appraiser, and a survey of investors, life insurance companies, pension funds and articles by Korpaz. The data supports the estimate of overall capitalization rate.

# NATIONAL WAREHOUSE MARKET-INDUSTRY SURVEY RESPONSES\* Third Quarter '002

	CHANGE RATES				RESIDUAL		DISCOUNT RATE (IRR)		OVERALL CAP RATE (OAR)		VACANCY ASSUMPTIONS		RESERVE		MARKETING TIME	
	Market Rent	Expenses	CPI	Cap Rate	Selling Expense	Free & Clear	Free & Clear	Free & Clear	Months Vacant	Tenant Retention	Underlying Vacancy & Credit Loss	Per Square Foot	Months			
<b>PENSION FUND ADVISOR</b> ♦ Forecast Period: 10 years Uses both DCF and direct capitalization; in direct cap, capitalizes NOI before TIs, leasing commissions, and capital replacement reserve; focuses on price per square foot for newer product.	0.0%	3.0%	3.0%	9.00% to 9.50%	2.0% to 3.0%	10.00% to 10.50%	8.50% to 9.25%		6 to 9	60.0%	5.0%	\$0.15 to \$0.20	6 to 9			
<b>DOMESTIC PENSION FUND</b> ♦ Forecast Period: 10 years Focuses on portfolio purchases; uses both DCF and direct capitalization; in direct cap, capitalizes NOI before TIs, leasing commissions, and capital replacement reserve.	0.0% to 3.0%	3.0%	3.0%	8.75% to 10.50%	1.0% to 3.0%	10.00% to 12.00%	8.00% to 9.50%		6 to 12	65.0% to 75.0%	0.25% to 1.0%	\$0.10 to \$0.25	6 to 9			
<b>REAL ESTATE ADVISOR</b> ♦ Forecast Period: 10 years Uses both DCF and direct capitalization; in direct cap, capitalizes NOI before TIs, leasing commissions, and capital replacement reserve; does not use rent spikes.	3.0%	3.0%	3.0%	10.50% to 11.00%	2.0% to 3.0%	10.00% to 11.00%	9.00% to 10.00%		6 to 12	75.0%	5.0% to 8.0%	\$0.10 to \$0.15	4 to 6			
<b>REIT</b> ♦ Forecast Period: 5 years Uses both DCF and direct capitalization; in direct cap, capitalizes NOI before TIs, leasing commissions, and capital replacement reserve.	0.0% Years 1 & 2: CPI thereafter	3.0%	3.0%	9.50% to 10.00%	2.0% to 4.0%	11.00%	9.00% to 9.50%		6 to 15	70.0%	5.0%	\$0.10 to \$0.15	6 to 9			
<b>PENSION FUND ADVISOR</b> ♦ Forecast Period: 10 years Uses both DCF and direct capitalization; in direct cap, capitalizes NOI before TIs, leasing commissions, and capital replacement reserve; does not use rent spikes.	0.0% to 3.0%	3.0%	3.0%	9.00% to 10.00%	2.0% to 3.0%	10.50%	8.00% to 9.50%		6 to 8	65.0% to 70.0%	0.5% to 4.0%	\$0.05 to \$0.15	-			
<b>MORTGAGE BANKER</b> ♦ Forecast Period: 10 years Relies on DCF; also uses direct capitalization; in direct cap, capitalizes NOI after capital replacement reserve but before TIs and leasing commissions.	3.0%	3.0%	3.0%	9.25% to 9.75%	2.0% to 3.0%	10.00% to 10.50%	8.50% to 9.00%		6	65.0%	5.0%	\$0.10 to \$0.15	3 to 6			
<b>REAL ESTATE ADVISOR</b> ♦ Forecast Period: 10 years Uses both DCF and direct capitalization; in direct cap, capitalizes NOI before TIs, leasing commissions, and capital replacement reserve; uses face rents and reflects concessions when they are scheduled to occur; does not use rent spikes.	neg. 2.0% to 3.0%	3.0%	3.0%	8.50% to 9.50%	1.0% to 4.0%	10.50% to 11.25%	8.50% to 9.50%		Does not use	50.0% to 65.0%	5.0% to 9.0%	\$0.05 to \$0.20	6 to 8			
<b>REAL ESTATE ADVISOR</b> ♦ Forecast Period: 10 years Uses DCF and face rents; does not use rent spikes; selling expenses vary depending on the size of the deal.	2.0%	3.0%	2.75%	9.00%	Varies	10.75%	Does not use		9	75.0%	3.0%	\$0.07 to \$0.10	6			

\*Representative sample; due to space constraints, not all responses are included.

PRICEWATERHOUSECOOPERS

Source: Personal survey conducted by PricewaterhouseCoopers LLP during July 2002.



# SOUTHEAST FLORIDA OFFICE MARKET-INVESTOR SURVEY RESPONSES Third Quarter 2002

	CHANGE RATES				RESIDUAL		DISCOUNT RATE (IRR)	OVERALL CAP RATE (OAR)	VACANCY ASSUMPTIONS		RESERVE		MARKETING TIME
	Market Rent	Expenses	CPI	Cap Rate	Selling Expense	Free & Clear	Free & Clear	Months Vacant	Tenant Retention	Underlying Vacancy & Credit Loss	Per Square Foot	Months	
<b>REIT</b> ♦ <b>Forecast Period: 3 to 10 years</b> Entrepreneurial buyer looking to exceed 20% using high leverage; uses price per square foot, stabilized cap and 10-year DCF as checks; no longer uses rent spikes; uses face rents and reflects concessions when they are scheduled to occur.	2.0% to 3.0%	2.0% to 3.0%	2.0% to 3.0%	10.00% to 11.00%	2.0%	10.50% to 12.50%	9.00% to 11.00%	6 to 8	65.0%	5.0% to 7.0%	\$0.25 to \$0.50	6 to 8	
<b>INVESTMENT ADVISOR</b> ♦ <b>Forecast Period: 5 to 10 years</b> Relies on DCF and direct capitalization; contract rents above market are reduced to market for pricing; uses effective rents; in direct cap; capitalizes NOI before TIs, leasing commissions, and capital replacement reserve.	2.0% to 5.0%	3.0% to 3.5%	3.0% to 3.5%	9.00% to 10.00%	2.0%	10.50% to 12.00%	8.00% to 10.50%	4 to 8	75.0% to 80.0%	5.0% of noncredit space	\$0.15 to \$0.25	4 to 6	
<b>LIFE INSURANCE COMPANY</b> ♦ <b>Forecast Period: 10 years</b> Uses both DCF and direct capitalization; in direct cap, capitalizes NOI before TIs, leasing commissions, and capital replacement reserve; uses face rents and reflects concessions when they are scheduled to occur.	0.0% to 3.0%	3.0%	3.0%	9.50% to 9.75% (CBD); 10.00% to 10.50% (suburbs)	2.0% to 4.0%	10.75% to 11.25% (CBD); 11.75% to 12.25% (suburbs)	9.50% to 10.25%	6 to 9	65.0% to 70.0%	8.0% to 11.0%	\$0.20 to \$0.30	6 to 9	
<b>PENSION FUND ADVISOR</b> ♦ <b>Forecast Period: 10 years</b> Uses both DCF and direct capitalization; in direct cap, capitalizes NOI before TIs, leasing commissions, and capital replacement reserve; does not use rent spikes.	0.0%	3.0%	3.0%	9.50% to 10.50%	2.0%	11.00% to 12.00%	9.00% to 11.00%	9	65.0% to 70.0%	2.0% to 4.0%	\$0.15 to \$0.20	--	
<b>LIFE INSURANCE COMPANY</b> ♦ <b>Forecast Period: 5 to 8 years</b> Uses both DCF and direct capitalization; also looks at discount to replacement cost; uses face rents and reflects concessions when they are scheduled to occur.	--	3.0% to 4.0%	3.0%	9.50% to 11.00%	2.0%	11.00% to 12.00%	8.00% to 10.00%	6	65.0%	4.0%	\$0.25	6 to 9	
<b>LIFE INSURANCE COMPANY</b> ♦ <b>Forecast Period: 10 years</b> Relies on DCF; also uses direct capitalization and sales comparison approaches as secondary analytical tools; uses face rents and reflects concessions when they are scheduled to occur.	0.0% to 1.0% Year 1; 2.0% Year 2; 3.0% thereafter	3.0%	3.0%	9.75% (Class A) to 11.00% (Class B)	2.0% to 4.0%	10.75% to 11.75%	10.00%	9	60.0%	10.0% to 10.8%	\$0.20 to \$0.30	6 to 24	

# NATIONAL MARKET INDICATORS

	Regional Mall		CBD Office		Warehouse (1)		Apartment	
	4th Qtr. 2002	3rd Qtr. 2002	4th Qtr. 2002	3rd Qtr. 2002	4th Qtr. 2002	3rd Qtr. 2002	4th Qtr. 2002	3rd Qtr. 2002
<b>Discount Rate (IRR)<sup>a</sup></b>								
Range	10.00 - 13.00%	10.25 - 13.00%	10.00% - 13.00%	10.00% - 13.00%	9.50% - 12.00%	9.75% - 12.00%	9.50% - 15.00%	9.50% - 15.00%
Average	11.40%	11.44%	11.17%	11.17%	10.57%	10.59%	11.09%	11.20%
Change (b.p.)		-4		0		-2		-11
<b>Overall Cap Rate (OAR)<sup>a</sup></b>								
Range	7.25% - 10.50%	7.60% - 10.50%	7.25% - 12.00%	7.25% - 12.00%	8.00% - 11.00%	8.00% - 10.00%	6.50% - 10.00%	6.50% - 10.00%
Average	8.78%	8.89%	9.50%	9.49%	8.93%	8.93%	8.26%	8.36%
Change (b.p.)		-11		+1		0		-10
<b>Residual Cap Rate</b>								
Range	8.25% - 10.50%	8.25% - 10.50%	8.50% - 12.00%	8.50% - 12.00%	8.00% - 11.00%	8.50% - 11.00%	7.00% - 10.50%	7.00% - 10.50%
Average	9.52%	9.52%	9.76%	9.72%	9.48%	9.52%	8.66%	8.77%
Change (b.p.)		0		+4		-4		-11

<sup>a</sup> Rate on unleveraged, all-cash transactions

## Definitions

b.p. basis points

Discount Rate (IRR). Internal rate of return on equity in an all-cash transaction, based on annual year-end compounding

Overall Cap Rate (OAR). Initial cash-on-cash rate of return on the equity investment in an all-cash transaction

Residual Cap Rate. Overall capitalization rate used in calculation of residual price at conclusion of forecast period

(1) Starting in Second Quarter 2002, the National Industrial Market was separated into two distinct components: Flex/R&D and Warehouse.

**Source:** Korpacz Real Estate Investor Survey. Personal survey of a cross section of major institutional equity real estate market participants conducted during October 2002 by PricewaterhouseCoopers LLP. For complete information on results of these and other markets covered in the Survey, contact PricewaterhouseCoopers LLP, 1747 Veterans Hwy., Suite 48, Islandia, NY 11722, 631-234-5143.

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 31st day of January, 2001, by and between GLORIA MILLER ROSENTHAL, an individual (Landlord) and the CITY OF MIAMI BEACH, a Florida municipal corporation (Tenant).

WHEREFORE, in consideration of the rent to be paid herein, and further good and valuable consideration, receipt of which is hereby acknowledged, and the further consideration of the mutual covenants each to the other made as follows:

1. **Leased Premises.** The Landlord does hereby lease to the Tenant the whole of the building, including but not limited to the first and second floor, which measure approximately six thousand (6,000+/-) square feet, along with all of the land, including but not limited to all of the yard areas in and around the building, and legally described as follows:  
  
Lot 10 Block 13  
Alton Beach Realty Company Amended Plat  
Plat Book 9 Page 146  
OR 16472-1961 0794 5  
Official Records of Dade County, Florida  
  
The Tenant understands and acknowledges that the Landlord makes no warranties or representations and Tenant is relying on no such warranties or representations that the Yard Area may be used for parking or storage of vehicles or that there is or will be vehicular access to the Yard Area.
2. **Term.** This Agreement is for the three-year period commencing on February 1, 2001, and expiring at midnight on January 31, 2004.
3. **Rent.** The Tenant agrees to pay to the said Landlord, at the address listed in this Agreement, an annual rental fee of ~~\$96,000.00~~, to be paid on a monthly basis, in the amount of \$8,000.00 per month, by check. Rent shall become payable on or about the first working day of each month, commencing on February 1, 2001, and on the first business day of each successive

month until the end of the term of this Agreement, or earlier cancellation. If the Tenant fails to pay any rental payment due hereunder within ten (10) days of the due date there shall be added to such payment a late charge of \$50.00. If the rental payments due hereunder are not received within ten (10) days after the normal monthly payment due date, then Landlord shall provide Tenant with a written notice to remedy such default in payment. Upon failure of Tenant to cure such default in payment within three (3) days after receipt from Landlord of such written notice to remedy, Landlord, at its option, may cancel this Agreement and shall have the right to re-enter and re-possess the Leased Premises.

4. **Use of the Leased Premises.** It is understood and agreed that the Leased Premises shall be used by the Tenant for the operation, management, business function and direction of the City of Miami Beach Police Department and City of Miami Beach Parking Department, and for any and all other lawful uses deemed in the Tenant's best interest by the Tenant.
5. **Telephone.** Tenant shall pay its own cost for telephones it uses and any additional installations it orders.
6. **Maintenance and Utilities.** The Tenant will pay for the utilities attributable to its use of the Leased Premises. The Tenant agrees to maintain the Leased Premises in order and repair, including furnishings, utility service connections on the Leased Premises and any routine mechanical and electrical rearrangements installed by the Tenant, routine janitorial and custodial service, and other related services necessary to maintain the Leased Premises in good, safe and sanitary conditions.
7. **Structural Alterations by Tenant.** The Tenant may not make major structural alterations and/or improvements upon the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord herein agrees to continue to provide hurricane (storm) shutters for the Leased Premises. Such storm shutters to be provided, at a minimum, shall contain a product control

approval number from Metropolitan Dade County, and meet all applicable requirements for same under the South Florida Building Code. Tenant shall be responsible for the installation and removal of said shutters as the need arises.

8. **Destruction of the Leased Premises.** In the event that the Leased Premises shall be damaged, destroyed or otherwise rendered unusable for the purpose of this Agreement and thereby the fulfillment of the Agreement by the parties is rendered impossible, then and thereupon this Agreement shall automatically terminate and Landlord shall take back the premises, and there shall be no further liability as to Tenant with regard to the terms/conditions contained herein..
9. **Assignment and Subletting.** The Tenant shall not assign or otherwise transfer this Agreement nor sublease any portion of the Leased Premises without the prior written consent of the Landlord.
10. **Signs.** Tenant shall assume the cost of any exterior sign. All signs shall be removed by the Tenant upon the expiration of this Agreement at the Tenant's own expense.
11. **Landlord's Right of Entry.** Except for non-payment of rent, which is separately addressed in Paragraph 3 of this Agreement, the Landlord shall have the right to re-enter and repossess the Leased Premises and to cancel this Agreement in the event of default by the Tenant of any material covenant or agreement required to be performed by the Tenant, provided the Tenant shall be given the opportunity to cure. Upon the failure of the Tenant to substantially cure such default within sixty (60) days after receipt from the Landlord of a written notice to remedy the default, Landlord shall have the right to re-enter and repossess the Leased Premises and to cancel this Agreement.
12. **Cancellation by the Tenant.** In the event that Tenant's funding source for payment, as approved by the Mayor and City Commissioners in the Police Department's and Parking Department's respective Fiscal Year budgets, pursuant to this Agreement is discontinued, the

Tenant may cancel this Agreement, without cause and for convenience, upon the giving of ninety (90) days written notice to the Landlord of the Tenant's intent to cancel. In such event, the Tenant shall have no further obligation or liability to the Landlord.

13. **Liability for Damage or Injury.** The Tenant and its employees, officials or servants shall not be responsible for any damage or injury that may occur to the Landlord, its agents, servants, employees, clients, other Tenants or property from any cause during the period covered by the Agreement; provided that this paragraph shall not apply in the event the damage or injury is caused by the negligence of the Tenant, its agents, servants and employees.
14. **Taxes.** Landlord shall be responsible for and pay all Federal, State, and local taxes due upon the Leased Premises or otherwise arising out of this Agreement.
15. **Cancellation upon Purchase.** In the event that the parties hereto successfully negotiate a purchase agreement for the Leased Premises during the term of this Agreement, then this Agreement shall automatically terminate at the closing of such purchase agreement.
16. **Notices.** It is understood and agreed between the parties hereto that written notice, correctly addressed to Landlord as follows:
- Gloria Miller Rosenthal  
1310 East Royal Palm Way  
Boca Raton, Florida 33432
- City Manager, c/o Jose Damien, Asset Manager  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139
- City Attorney  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139
- and notice to the Tenant as follows:
- with copies to:
- shall constitute sufficient notice to comply with this Agreement.


17. **Venue.** Venue in any legal proceedings arising by virtue of this Agreement shall be in Dade County, Florida.

18. **Limitation of Liability.** Tenant shall look solely to Landlord's interest in the Leased Premises for the satisfaction of any of Tenant's rights or remedies herein or for the collection of a judgement or other judicial process requiring the payment of money by Landlord in the event of any default by Landlord hereunder. No other property or assets of Landlord shall be subject to the levy, execution, judgement or other enforcement procedure for the satisfaction of Tenant's rights or remedies under or with respect to this Agreement, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Leased Premises.

19. **Entire Agreement.** Any amendments, alteration, variation or modification of this Agreement shall only be valid when they have been reduced to writing and duly signed by the authorized officials of the Tenant or the Landlord.

IN WITNESS WHEREOF, the parties have set their names and assigns hereto the day and year first above mentioned.

LANDLORD:

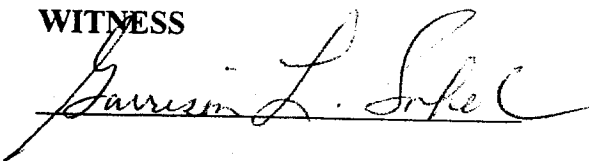
  
GLORIA MILLER ROSENTHAL

TENANT:

CITY OF MIAMI BEACH

  
MAYOR


WITNESS



ATTEST:

  
CITY CLERK

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION  
T:\AGENDA\2001\JAN\101\REGULAR\1833BAY.LSE 01/24/01

  
City Attorney

1-25-00  
Date

# **RECONCILIATION**



## **RECONCILIATION AND FINAL VALUE ESTIMATE**

The real property consists of a 8,000 sq.ft. site improved with a two story industrial office building containing 6,468 sq.ft. of gross enclosed area.

The appraiser has utilized two approaches to estimate the market value of the encumbered fee simple interest of the subject property. The approaches indicate the following values:

Value Estimate---Cost Approach	\$ n/a
Value Estimate---Sales Comparison	\$938,000
Value Estimate---Income Approach	\$922,000

The Cost Approach was not applicable for this appraisal because the building was built in 1953. Estimation of depreciation from all causes would be subjective. I have made a cursory estimate of the land value and it does not exceed the value of the property as improved.

Sales were analyzed in the Sales Comparison Approach of similar buildings within the subject market area. The sales were compared to the subject and adjusted for differences to indicate a final value range for the subject.

In the Income Approach, the appraiser utilized an estimate of the economic gross rent and deducted operating expenses commensurate with the terms of the lease. The lease ends in 9 months, the loss of rental income from market rent compared to contract rent was estimated and discounted to present value and deducted from the indication of value from the income approach.

The information utilized in the two approaches was available, verifiable, and the approaches were given weight in the final value estimate.

Therefore, subject to the General Assumptions and General Limiting Conditions contained in this report, based upon the quantity, and quality of data available to the appraiser, with consideration given to two approaches to value, it is the opinion of the appraiser that the market value of the encumbered fee simple interest of the subject property as of April 16, 2003 is:

**NINE HUNDRED TWENTY TWO THOUSAND DOLLARS**

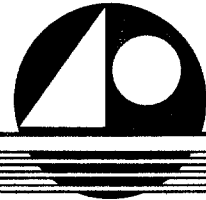
**(\$922,000)**

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**R9  
NEW BUSINESS AND  
COMMISSION REQUESTS**

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139



OFFICE OF THE CITY CLERK

CITY HALL  
1700 CONVENTION CENTER DRIVE  
TELEPHONE: 673-7411

## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

*Refers to*

**Subject:** BOARD AND COMMITTEES

### BACKGROUND:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

### ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

### VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Art in Public Places	7	City Commission	4	Page 1
Barrier Free Environment Committee	13		1	Page 3
Beach Preservation Board	10	Commissioner Luis R. Garcia, Jr.	1	Page 4
Beautification Committee	8	Commissioner Luis R. Garcia, Jr.	2	Page 5
		Commissioner Matti H. Bower	1	
		Commissioner Richard L. Steinberg	1	
Board of Adjustment	7	City Commission	5	Page 6

AGENDA ITEM  
DATE

*R9A*  
*2-4-04*

## VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Budget Advisory Committee	9	City Commission	1	Page 7
Committee for Quality Education in MB	18	Commissioner Jose Smith Commissioner Matti H. Bower	1 1	Page 8
Committee on the Homeless	9	Commissioner Matti H. Bower	1	Page 10
Community Development Advisory Committee	14	Commissioner Luis R. Garcia, Jr. Mayor David Dermer Mayor David Dermer	1 1 1	Page 11
Community Relations Board	17	Commissioner Matti Herrera Bower Jorge M. Gonzalez, City Manager	2 1 2	Page 13
Convention Center Advisory Board	7	Commissioner Jose Smith Mayor David Dermer	1 2	Page 15
Convention Center Capital Projects Oversight Com.	7	Commissioner Jose Smith Commissioner Luis R. Garcia, Jr. Mayor David Dermer	1 1 1	Page 16
Debarment Committee	7	Commissioner Matti H. Bower Commissioner Simon Cruz	1 1	Page 17
Fine Arts Board	14	Commissioner Jose Smith Commissioner Luis R. Garcia, Jr. Commissioner Richard L. Steinberg Commissioner Saul Gross Mayor David Dermer	1 2 1 2 2	Page 19
Golf Advisory Committee	12	Commissioner Jose Smith Mayor David Dermer	1 1	Page 21

AGENDA ITEM \_\_\_\_\_  
DATE \_\_\_\_\_

## VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Health Advisory Committee	11	City Commission	6	Page 22
Health Facilities Authority Board	6	City Commission	2	Page 24
Hispanic Affairs Committee	7	Commissioner Luis R. Garcia, Jr. Commissioner Matti H. Bower	1 1	Page 25
Historic Preservation Board	7	City Commission	1	Page 26
Loan Review Committee	7	Commissioner Matti Herrera Bower Commissioner Simon Cruz Mayor David Dermer	1 1 1	Page 28
Marine Authority	7	Commissioner Luis R. Garcia, Jr. Commissioner Simon Cruz Mayor David Dermer	1 1 1	Page 29
Miami Beach Commission on Status of Women	21	Commissioner Jose Smith Commissioner Luis R. Garcia, Jr. Commissioner Matti H. Bower Commissioner Saul Gross	1 2 3 1	Page 30
Miami Beach Florida Sister Cities	22	Mayor David Dermer	1	Page 34
Normandy Shores Local Gov. Neighborhood Impv.	3	City Commission	3	Page 35
Oversight Committee for General Obligation Bond	13	City Commission	3	Page 36
Parks and Recreational Facilities Board	10		1	Page 37

AGENDA ITEM \_\_\_\_\_  
DATE \_\_\_\_\_

## VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Personnel Board	10	City Commission	4	Page 38
Police Citizens Relations Committee	17	Commissioner Luis R. Garcia, Jr. Commissioner Matti H. Bower	1 2	Page 40
Production Industry Council	7	Commissioner Matti H. Bower	1	Page 42
Public Safety Advisory Committee	7	Commissioner Luis R. Garcia, Jr. Commissioner Matti H. Bower Mayor David Dermer	1 1 2	Page 43
Safety Committee	14	Commissioner Matti H. Bower Commissioner Richard L. Steinberg Commissioner Saul Gross Commissioner Simon Cruz Mayor David Dermer	2 1 1 1 1	Page 44
Transportation and Parking Committee	19	Commissioner Luis R. Garcia, Jr. Commissioner Matti H. Bower	1 1 1	Page 45
Visitor and Convention Authority	7	City Commission	4	Page 47
Youth Center Advisory Board	10	Commissioner Luis R. Garcia, Jr. Commissioner Matti Herrera Bower Commissioner Saul Gross Commissioner Simon Cruz	1 1 1 1	Page 48

Attached is breakdown by Commissioner or City Commission:

  
JMG:REP/Ig

# City Commission Committees

Committee	Position	First Name	Appointed by	Appointed
<b>Finance &amp; Citywide Projects Committee</b>				
	Liaison	Patricia Walker	Mayor Dermer	11/25/03
	Alternate	Commissioner Simon Cruz	Mayor Dermer	11/25/03
	Vice-Chair	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
<b>Land Use &amp; Development Committee</b>				
	Liaison	Jorge Gomez	Mayor Dermer	11/25/03
	Alternate	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03
	Member	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
<b>Neighborhood/Community Affairs Committee</b>				
	Liaison	Vivian Guzman	Mayor Dermer	11/25/03
	Alternate	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Member	Commissioner Simon Cruz	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03



## **NON-CITY COMMISSION COMMITTEES**

### **Commissioner Matti Herrera Bower**

- **Miami Beach Transportation Management Association (TMA)**
- **Dade Cultural Alliance**
- **Tourist Development Council**
- **Performing Arts Center Trust (PACT)**

### **Commissioner Luis R. Garcia, Jr.**

- **Unclassified Employees and Elected Officials Retirement System**
- **Greater Miami Convention and Visitors Bureau**

### **Commissioner Jose Smith**

- **Metropolitan Planning Organization**

### **Commissioner Richard L. Steinberg**

- **Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities**
- **Miami-Dade League of Cities**

# Board and Committees Current Members

## Art in Public Places

Sec. 82-561

### Composition:

Two (2) year term.

Appointed by a minimum of 4 votes.

Seven (7) members to be appointed by a majority of the entire City Commission, and who shall possess a high degree of competence in evaluation of art history and architectural history, art, architecture, sculpture, painting, artistic structure design and other appropriate art media for display or integration in public places.

City Liaison : Donna Shaw

### Vacancy:

Ilija Moss crop	TL 12/31/06	12/31/2003	City Commission
	To replace Yolanda Sanchez	12/31/2005	City Commission
	To replace Merle Weiss	12/31/2005	City Commission
Amy Cappellazzo	To replace	12/31/2004	City Commission

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Debra	Scholl		12/31/2004	City Commission	12/31/04
James	Clearwater		12/31/2004	City Commission	12/31/06
Pola	Reydburd		12/31/2004	City Commission	12/31/04

Applicants	Position/Title	Applicants	Position/Title
Alfredo Sanchez	Architect/Partner	Alise Johnson	Attorney
Ari Sklar		Barry Ragone	
Bradshaw Lotspeich		Carol Hoffman (Guzman)	
Chris Ingalls	Art Mgmt.	Christine Taplin	
Clara Garcia McLean		Daniel Ritthaler	
Diane Star Heller		Edward Barberio	
Edwin Montalvo		Elizabeth Schwartz	Attorney
Evelyn Manset	Retired	Gayle Carson DeVecht	Consultant/Dr. Education
Grace Durbin		Gus Gutierrez	Design/Landscape/President
Jacqueline Lipsky		Janet Eaglstein	
Jesse Brody		Joe Garcia	Executive Director
Jose Manzanares		Lisa Austin	Arts Administrator
Maria Harris	Art Design	Merri Mann	
Nick Pietrocarlo		Nikos Prantzios	Consultant
Nina Weber Worth	Marketing Consultant	Pamela Brandt	Journalist (and musician)
Patty Hernandez		Pavlova Greber	
Sage Hoffman		Samantha Bratter	
Stewart Stewart	Artist	Su Rudy	Designer/Decorator
Terry Granot	BA in Economics/VP Investment Firm	Timothy Barry	Art Gallery Owner
Vesna Vera	Studio Artist	Vivian Gonzalez-Doyle	
Wyatt Porter-Brown	Architect/Design		

## ***Board and Committees Current Members***

### **Audit Committee**

Reso 94-21259

#### **Composition:**

The committee shall consist of members, appointed by the City Commission., whose duties shall be to supervise and direct activities of the City's independent auditor in the planning and conducting of the annual City of Miami Beach audit and other City audits.

City Liaison:

#### **Members:**

<b>Name</b>	<b>Last Name</b>	<b>Position/Title</b>	<b>Term Ends:</b>	<b>Appointed by:</b>	<b>Term Limit:</b>
New	Member	new	12/31/2004		12/31/07

# Board and Committees Current Members

## Barrier Free Environment Committee

Sec. 2-31

### Composition:

The committee shall be composed of:

A board quorum of three (3) members and requiring at least three (3) votes for board action, Seven (7) voting members who shall be direct appointees by the Mayor and City

Commissioners

- 1) persons having mobility impairment;
- 2) deaf and/or hard-of-hearing persons in the community; blind and/or vision impaired persons in the community;
- 3) mental, cognitive or developmental disabilities;
- 4) children with developmental disabilities;
- 5) children with physical disabilities; and
- 6) the industries of tourism and convention, retail, hospitality (restaurant or hotel), and health care (or rehabilitation).

City Liaison: Heidi Johnson-Wright

### Vacancy:

To replace Aurelio  
Carmenates - ex-  
officio mem.      Parking Dept.

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Cory	Di Geronimo		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Janet	Grant Hyman		12/31/2005	Commissioner Simon Cruz	12/31/11
Lee	Weiss		12/31/2004	Commissioner Matti H. Bower	12/31/05
Michael	Brennan		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/09
Mike	Lantz		12/31/2004	Commissioner Saul Gross	12/31/09
Mildred	Levenson		12/31/2005	Commissioner Jose Smith	12/31/05
Rabbi Solomon	Schiff		12/31/2004	Mayor David Dermer	12/31/07
Barbara Sanchez	ex-officio, Patrol Div., Police Chief Designee				
Gladys Salas	ex-officio, Building Dept. Dir. Designee				
Heidi Johnson-Wright	ex-officio, City ADA Coord.				
Kevin Smith	ex-officio, Rec, Culture & Parks Dir. Designee				
Maria Ruiz	ex-officio, Dir. Office of Children's Affairs				

Applicants	Position/Title	Applicants	Position/Title
Craig Carpentieri		Marc Lichtman	

# Board and Committees Current Members

## Beach Preservation Board

Sec. 2-190.122

### Composition:

The committee shall consist of:

seven (7) voting members, one appointed by the Mayor and each Commissioner, and three (3) non-voting ex-officio members to be comprised as follows:

- 1) Seven (7) citizens having an interest in the preservation of the city's beaches and the purposes of the committee,
- 2) The city's environmental specialist as an ex-officio member,
- 3) An individual appointed by the Miami Dade County Department of Environmental Resources Management (DERM), Natural Resources Division who holds the position of Special Projects Administrator II as an ex-officio member and,
- 4) A member of the city's Beach Patrol.

City Liaison: Robert Halfhill

### Vacancy:

Claire Callen

TL 12/31/10

12/31/2003 Commissioner Luis Garcia

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Ana	Cordero		12/31/2005	Commissioner Simon Cruz	12/31/10
Christian	Folland		12/31/2004	Commissioner Matti H. Bower	12/31/08
Clotilde	Luce		12/31/2004	Commissioner Jose Smith	12/31/08
Jerry	Marsch		12/31/2005	Mayor David Dermer	12/31/05
Luiz	Rodrigues		12/31/2005	Commissioner Saul Gross	12/31/09
Sidney	Goldin		12/31/2004	Commissioner Richard L. Steinberg	12/31/10
Brian Flynn		ex-officio, Miami-Dade Co. Dept of Env. Res. Mgmt.			
Joe Fisher		ex-officio, City's Beach Patrol Lifeguard II			
Robert Halfill		ex-officio, City's Env. Specialist			

Applicants	Position/Title	Applicants	Position/Title
Cory Di Geronimo		Daniel Pearson	Finance/PR
Gail Harris	Lic. Clinical Social Worker	Gus Gutierrez	Design/Landscape/President
Irene Sperber		Jack Hartley	Interest in Beach Preservation
Jose Francisco		Joshua Levy	Law/Partner
Kenneth Carsto		Maria Guitian	Interest in Beach Preservation
Mark Muhlrud	Owner/Manager	Marta Martinez-Aleman	
Michael Noll	Interest in Beach Preservation/Archite	Nina Weber Worth	Interest in Beach Preservation/I
Peter Page	Interest in Beach Preservation	Renae Meltzer	Attorney
Susan Bisno	Interest in Beach Preservation	Tamra Sheffman	

# Board and Committees Current Members

## Beautification Committee

Sec. 2-36

### Composition:

Eight (8) members, seven (7) of whom shall be direct appointees by the Mayor and City Commissioners. The chairperson of the Mayor's Ad Hoc Garden Center and Conservatory Advisory Committee or designee who shall serve as a non-voting ex-officio member.

City Liaison: Dale Bryant

### Vacancy:

Elizabeth Resnick	TL 12/31/07	12/31/2003	Commissioner Matti H. Bower
	ex-officio chair of Mayor Ad-Hoc Garden Center		
	To replace Joshua P. Bratter	12/31/2005	Commissioner Richard L. Steinberg
	To replace Faye Goldin	12/31/2005	Commissioner Luis R. Garcia, Jr.

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Helene	Owen		12/31/2004	Commissioner Jose Smith	12/31/05
James	Weingarten		12/31/2004	Commissioner Simon Cruz	12/31/09
Maria	Harris		12/31/2004	Mayor David Dermer	12/31/10
Norma	Weinstein		12/31/2005	Commissioner Saul Gross	12/31/09

Applicants	Position/Title	Applicants	Position/Title
Alfredo Sanchez	Architect/Partner	Archna Monzon	decorating and eye for art
Dolores Order		Gerald Mitkowsky	
Grant Gussin		Nikos Prantzios	Consultant
Pavlova Greber		Rachel Umlas	
Robert Glick		Robin Lea	
Terry Granot	BA in Economics/VP Investment Firm		

# Board and Committees Current Members

## Board of Adjustment

Sec. 118.131

### Composition:

One (1) year term.

Appointed by a 5/7th vote.

Seven (7) voting members consisting of the following professions or callings: Law, Architecture, Engineering, Real Estate Development, Certified Public Accountant, Financial Consultation, and General Business. The members representing the professions of law, architecture, engineering and public accounting shall be duly licensed by the State of Florida; the member representing general business shall be of responsible standing in the community, and each member shall be bound by the requirements of the Conflict of Interest Ordinance of the city and shall be subject to removal from office for the violation of the terms thereof. No member shall have any financial or other interest in any matter coming before the board.

Members shall be appointed for a term of one year by a five-seventh vote of the city commission. Members of the Board of Adjustment must be either residents of or have their principal place of business in Miami Beach; provided, however, that this amendment shall not affect the term of existing members of the Board of Adjustment.

City Liaison: April Hirsch

### Vacancy:

Jason Loeb	TL 12/31/07	General Business	12/31/2003	City Commission
Neli Santamarina	TL 12/31/03	Real Estate Dev.	12/31/2003	City Commission
		Architecture	12/31/2004	City Commission
To replace Joy Malakoff		Financial Consultant	12/31/2004	City Commission
To replace Theodore Berman		Engineer	12/31/2004	City Commission

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Laurence	Herrup	Certified Public Acct.	12/31/2004	City Commission	12/31/09
Michael	Gongora	Law	12/31/2004	City Commission	12/31/09

Applicants	Position/Title	Applicants	Position/Title
Alfredo Sanchez	Architect/Partner	Augusto Maxwell	retired attorney/South Beach la
Bernie Navarro	Finance/Business	Clayton Clavette	Real Estate
Gustavo Dezendegui	Attorney	Howard Gross	
Jack Hartley	President	James Silvers	President/Silvers Design
James Wyman	Attorney	Jo Asmundsson	
Jorge Rodriguez-Chomat	CPA/Attorney	Lawrence Fuller	Attorney
Louis Martinez		Robert Arkin	Real Estate
Roberto DaTorre			

# Board and Committees Current Members

## Budget Advisory Committee

Sec. 2-44

### Composition:

Nine (9) members. Seven (7) direct appointments with Mayor and each Commissioner making one (1) appointment.

Two (2) at-large appointments:

- one (1) certified public accountant and
- one (1) for a financial advisor.

City Liaison: Jose Cruz

### Vacancy:

Eugene Woodard TL 12/31/08 Financial Advisor 12/31/2003 City Commission

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Basil	Vasiliou		12/31/2005	Commissioner Richard L. Steinberg	12/31/10
David	Heller		12/31/2004	Commissioner Matti H. Bower	12/31/07
Fred	Berens		12/31/2004	Commissioner Jose Smith	12/31/10
Jack	Benveniste		12/31/2005	Mayor David Dermer	12/31/05
Jeryl (Deede)	Weithorn	CPA/Partner	12/31/2004	City Commission	12/31/08
Jonathan	Fryd		12/31/2005	Commissioner Saul Gross	12/31/08
Marc	Jacobson		12/31/2005	Commissioner Simon Cruz	12/31/05
Marc	Gidney		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/10

Applicants	Position/Title	Applicants	Position/Title
Barry Stein	Attorney	Brad Fleet	
Bruce Reich	Direct/Attorney	Cory Di Geronimo	
Dana Kaufman	Attorney/CPA/Real Estate	Deborah Balliet Jacobson	Direct/Business Owner
Frank Kruszewski		Jay Parker	
Joshua Levy	Law Partner	Juan Jover	Direct/Finance/ Marketing
Michael Alvarez	Marketing/Personnel	Michael Francis	
Milton Montalvo		Paul Hoffman	
Philip De La Roza		Ralph Aleman	Health Care
Todd Taufest	Finance/Real Estate	Valerie Taylor	



# Board and Committees Current Members

## Committee for Quality Education in MB

Sec. 2-190.134

### Composition:

The committee shall consist of fifteen (15) voting members.

A representative from each of the following eight schools:

North Beach Elementary,  
Biscayne Elementary,  
Feinberg-Fisher Elementary,  
South Pointe Elementary,  
Nautilus Middle School,  
Miami Beach High School,  
Ruth K. Broad Elementary School,  
Treasure Island Elementary School,

and seven (7) members of the public with knowledge or expertise with regard to education. Two (2) City Commissioners who shall be appointed by a majority vote of the City Commission and who shall sit as non-voting ex-officio members of the committee.

City Liaison: Maria Ruiz

### Vacancy:

Jennifer Jones TL 12/31/09 12/31/2003 Commissioner Jose Smith  
ACM/City Mgr. Rep.

To replace Emily  
Stillman Rep. Ruth  
K. Broad Elem.

Marta Montaner TL 12/31/10 12/31/2003 Commissioner Matti H. Bower

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Beverly	Heller		12/31/2005	Commissioner Richard L. Steinberg	12/31/10
Leslie	Coller		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/07
May	Betancourt		12/31/2005	Commissioner Simon Cruz	12/31/10
Merri	Mann		12/31/2004	Commissioner Saul Gross	12/31/10
Michele	Rivera		12/31/2004	Mayor David Dermer	12/31/08

Cynthia Albert Rep. of the PTA of N.B. Elementary - 6/30/04  
Flor Schulz Rep. of the PTA of Treasure Island Elem.- 6/30/04  
Josephine Borges Rep. Of the PTA Biscayne Elementary School 6/30/04  
Karen Rivo Rep. of the PTA of Nautilus Middle School - 6/30/04  
Matti Bower Commissioner/City Comm./Comm. Smith designee  
Rachelle Arkin Rep. of the PTA of South Pointe Elementary 6/30/04  
Roslie Rosenberg Rep. of MB High School 06/30/04  
Timothy Sally Rep. of the PTA of Feinberg Fisher Elem. 6/30/04

Applicants	Position/Title	Applicants	Position/Title
Evelyn Manset	Retired	Evelyn Raphael	
Holly Wallack	Office Manager	Jacqueline Bruno	
Jacqueline Greenberg		Jane Gilbert-Bernstein	Consultant
Jane Vasiliou		Jodie Knofsky	

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## ***Board and Committees Current Members***

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Karen Susan		Laura Apte	School Teacher/Art Adm.
Leonora Rodriguez-Chomat	Teacher	Leslie Rosenfeld	
Luther Gray		Maggie Pacheco	
Marsha Sunshine		Polita Glynn	
Rafael Velasquez	Attorney	Susan Bisno	
Zeiven Beitchman	Phsycologist		

# Board and Committees Current Members

## Committee on the Homeless

Sec. 2-161

### Composition:

The committee shall consist of nine (9) members, three (3) to be appointed by the Mayor and each Commissioner to appoint one (1).

The chairperson of the Committee on the Homeless or his/her designee shall serve as a non-voting ex-officio member of the Community Relations Board.

Each member of the committee shall be selected from membership in an organization such as, but not limited to the following:

Service Providers:

Douglas Gardens Community Mental Health,

Salvation Army,

Better Way,

Miami Dade County Homeless Trust;

(Civic Representation: North Beach (North Beach Development Corp), 41st Street (Middle Beach Partnership), Lincoln Rd (Marketing Council), Washington Ave (Miami Beach Dev. Corp. and /or Washington Ave Task Force), Ocean Dr (Ocean Drive Improvement Association), Collins Ave (Hotel Association), South Pointe (South Pointe Advisory Board to the Red. Agency); member of the general public with personal experience with homeless issues CDBG Project Coordinator (ESG Emergency Shelter Grant Provider), city officials, representative from the Police Department and the City Attorney's Office as ex-officio members.

City Liaison: Maria Ruiz

### Vacancy:

Marjorie York

TL 12/31/05

12/31/2003 Commissioner Matti H. Bower

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Juan	Rojas		12/31/2005	Commissioner Saul Gross	12/31/09
Kenneth	Carsto		12/31/2005	Mayor David Dermer	12/31/10
Murray	Kirschner		12/31/2005	Mayor David Dermer	12/31/07
Patty	Hernandez		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/10
Paul	Yavis		12/31/2004	Commissioner Simon Cruz	12/31/10
Raul	Gorfinkel		12/31/2004	Commissioner Jose Smith	12/31/10
Robert	Stark		12/31/2004	Commissioner Richard L. Steinberg	12/31/10
Zeiven	Beitchman		12/31/2005	Mayor David Dermer	12/31/06

Applicants	Position/Title	Applicants	Position/Title
Edward McNally		Drake Corrigan	
Evelyn Raphael		Evelyn Manset	Retired
Joseph Biglin	To help others	Grace Durbin	
Karl Kennedy		Joshua Bratter	Partner
Rafael Velasquez	Attornet	Michael O'hara	
Rosalie Pincus	College Counselor	Rochelle Baker	
Thomas Bellucci		Susan Bisno	

# Board and Committees Current Members

## Community Development Advisory Committee

Sec. 2-190.106

### Composition:

Committee shall be composed of fourteen (14) members.

The Mayor and City Commissioners shall each make two (2) direct appointments.  
The fourteen (14) direct appointees shall fulfill the city affiliation requirement in either of the following ways:

- 1) An individual has been a resident of a locally designated community development target area for a minimum of six (6) months
- 2) An individual can demonstrate ownership/interest for a minimum of six (6) months in a business established in a locally designated community development target area for a minimum of six (6) months.

City Liaison: Joanna Revelo

### Vacancy:

	To replace Shaun Leibovitz	12/31/2005	Commissioner Luis R. Garcia, Jr.
Raul Sarraff	TL 12/31/09	12/31/2003	Mayor David Dermer
	To replace Alexander Jaimes	12/31/2004	Mayor David Dermer

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Alfredo	Sanchez	Architect/Partner	12/31/2004	Commissioner Matti H. Bower	12/31/10
Juan	Torres		12/31/2004	Commissioner Matti H. Bower	12/31/07
Julian	Linares		12/31/2004	Commissioner Simon Cruz	12/31/09
Lazaro	Martinez		12/31/2005	Commissioner Saul Gross	12/31/09
Lilliam	Janata		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/07
Mariana	Morgan		12/31/2005	Commissioner Simon Cruz	12/31/08
Michael	Francis		12/31/2005	Commissioner Richard L. Steinberg	12/31/10
Mijel	Brazlavsky		12/31/2004	Commissioner Jose Smith	12/31/05
Solomon	Genet		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Stanley	Shapiro		12/31/2005	Commissioner Jose Smith	12/31/11
Todd	Narson		12/31/2004	Commissioner Saul Gross	12/31/06

Applicants	Position/Title	Applicants	Position/Title
Alexander Jaimes		Antonio Purrinos	
Bernice Martinez		Carla Datorre	
Christine Morales		Daniel Pearson	Finance/PR
Edward McNally		Fernand Amandi	
Grant Gussin		Gus Gutierrez	Design/Landscape/President
Harlan Sands		Jeremy Finer	
Jorge Rodriguez-Chomat	CPA/Attorney	Jose Manzanares	
Judith Berson-Levinson	Designer/Real Estate	Laura Morilla	
Maria Beatriz Gutierrez		Michael O'hara	
Michael Rosenbaum		Noah Franklin	
Rachel Umlas		Rebecca Johnson	
Roger Cruz	Attorney	Shaun Leibovitz	

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## ***Board and Committees Current Members***

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Stanley Shapiro  
Steven Kozlowski  
Valerie Taylor

Stephen Cassell  
Ted Baker

# Board and Committees Current Members

## Community Relations Board

Sec. 2-190.11

### Composition:

The board shall consist of seventeen (17) members.

Eleven (11) members shall be voting members to be appointed in the following manner: Seven (7) direct appointments, with the Mayor and each City Commissioner appointing a member.

Three (3) members shall be appointed by the City Manager and one

(1) ex-officio member shall be appointed by the Miami-Dade Community Relations Board from its membership.

Four (4) non-voting, ex-officio members shall be the chairpersons or designees of the following:

Commission on the Status of Women

Committee on the Homeless,

Hispanic Affairs Committee, and

Police/Citizen Relations Committee.

Two (2) non-Voting ex-officio,:

the police chief or his or her designee and

the director of the Bureau of Children's Affairs.

The composition of the board shall be reviewed every two (2) years.

City Liaison: Ramiro Inguanzo

### Vacancy:

ex-officio of  
Police/Citizens  
Relations Comm.

To replace Roymi  
Membiela

12/31/2004 Jorge M. Gonzalez, City Manager

ex-officio member  
of Hispanic Affairs  
Comm.

Marc Lichtman TL 12/31/05

12/31/2003 Commissioner Matti H. Bower

To replace Shelly  
Bell

12/31/2005 Jorge M. Gonzalez, City Manager

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Gilbert	Squires		12/31/2005	Mayor David Derner	12/31/10
Jaqueline	Hertz		12/31/2005	Commissioner Simon Cruz	12/31/05
Katherine	Pener		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/06
Monica	Harvey		12/31/2004	Commissioner Jose Smith	12/31/06
Octavio	Zubizarreta		12/31/2004	Jorge M. Gonzalez, City Manager	12/31/09
Rabbi Aron	Blatt		12/31/2004	Commissioner Saul Gross	12/31/10
Robin	Lea		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Barbara Sanchez	ex-officio	Police Chief Designee			
Carolyn Boyce	ex-officio	of MDCRB			
Diana Susi	ex-officio	of Status of Women			
Maria Ruiz	ex-officio	Director of the Bureau Childrens Affair			
Marjorie York	ex-officio	Committee on the Homeless			

Applicants	Position/Title	Applicants	Position/Title
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## ***Board and Committees Current Members***

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Adam Hall	South Beach/Attorney	Alan Tempkins	Attorney
Bernard Adell		Bernice Martinez	Direct/At-Large
Brad Fleet	Attorney/mediations	Craig Carpentieri	
Faye Goldin		Gail Harris	Lic. Clinical Social Worker
Gertrude Arfa	Clerical/ Adm.	Irlande Sanon	child development/parent couns
Jeff Bechdel	At-Large	Judith Berson-Levinson	Direct/At-Large
Leonid Feldman	Rabbi	Leslie Rosenfeld	
Merle Weiss		Milton Montalvo	
Nikki Bickley	Exec. Assistant	Paul Hoffman	
Regina Berman		Rosalie Pincus	Direct/At-Large
Sidney Goldin		Simon Rabbi Dudai	
Tamra Sheffman		Timothy Barry	Art Gallery Owner
Todd Tautfest	Finance/Real Estate	Vincent DeLoach	

# Board and Committees Current Members

## Convention Center Advisory Board

Sec. 2-46

### Composition:

The board shall consist of seven (7) voting members.

The Mayor and each Commissioner shall make one (1) direct appointment.

The chairperson of the board of directors of the Miami Beach Chamber of Commerce or his/her designee shall serve as a non voting ex-officio member.

The Chairperson of the board of directors of the Greater Miami Convention and Visitors Bureau or his designee shall serve as a non voting ex-officio member.

Administrative representatives from the management group,

Greater Miami Convention and Visitors Bureau, and

the city manager's office shall serve as non-voting ex-officio members.

City Liaison: Gina Muniz

### Vacancy:

Victor Bao TL 12/31/09

12/31/2003 Mayor David Dermer

Norman Litz TL 12/31/05

12/31/2003 Commissioner Jose Smith

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Bernice	Martinez		12/31/2004	Commissioner Richard L. Steinberg	12/31/09
Carole	Taran		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/08
Edward	Levinson		12/31/2004	Commissioner Saul Gross	12/31/07
Ivor	Rose		12/31/2005	Commissioner Simon Cruz	12/31/10
Joe	Fontana		12/31/2005	Commissioner Matti H. Bower	12/31/05
Christina Cuervo	ex-officio member of the City Manager's Office				
Doug Tober	ex-off. SMG Adm Rep.				
Eva Barreto	ex-officio, chairperson of the Bd of Dir. MBCC				
Ita Moriarty	ex-officio, GMCVB Adm Rep				
Rhonda Hasan	ex-officio, GMCVB Adm Rep				

Applicants	Position/Title	Applicants	Position/Title
Alberto Muhtar		Brad Fleet	
Bryon Richard		Christine Morales	
Evelyn Raphael		Howard Gross	
Jay Jensen	management	Jo Asmundsson	
Keith Space		Kenneth Carsto	
Laura Apte	School Teacher/Art Adm.	Mark Muhlrud	Owner/Manager
Michael Baum		Rafael Suarez-Rivas	Attorney
Ralph Aleman	Health Care	Rhoda Rubin	
Stewart Stewart	Artist		



# Board and Committees Current Members

## Convention Center Capital Projects Oversight Com.

Sec 2-190.81

### Composition:

The Capital Projects Oversight Committee shall consist of seven (7) voting members to be direct appointments by the Mayor and City Commissioners. The City Commission may appoint, by a majority vote, non-voting, ex-officio members to assist the committee in fulfilling its defined purposes.

The city affiliation requirement for membership shall be fulfilled in either of the following ways:

- 1) An individual has been a resident of the city for a minimum of six (6) months.
- 2) An individual can demonstrate ownership/interest for a minimum of six months in a business established in the city for a minimum of six (6) months.

City Liaison: Christina Cuervo

### Vacancy:

	To replace Stephen Zack	12/31/2004	Mayor David Dermer
Jack Hartley	TL 12/31/07	12/31/2003	Commissioner Luis R. Garcia, Jr.
Leon Manne	TL 12/31/08	12/31/2003	Commissioner Jose Smith

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
David	Berger	Attorney	12/31/2005	Commissioner Saul Gross	12/31/09
Jorge	Rodriguez-Chomat		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Julio	Lora		12/31/2004	Commissioner Matti H. Bower	12/31/09
Keith	Space		12/31/2004	Commissioner Simon Cruz	12/31/10

Applicants	Position/Title	Applicants	Position/Title
Allan Hall		Bernice Martinez	
Carl Linder	Attorney	Craig Rickert	
Ines Flax		Jorge Kuperman	Architect
Marcelo Curi		Myron "Mike" Greenberg	
Neil Levinson	Attorney	Nick Pietrocarlo	
Rafael Suarez-Rivas	Attorney	Roy Garret	

# Board and Committees Current Members

## Debarment Committee

Sec. 2-190.128

### Composition:

The committee shall consist of seven (7) voting members to be individually appointed by the Mayor and Commissioners. The committee's purpose is to evaluate and, if warranted, to impose debarment as provided in Sections 2-397 through 2-406 of the City Code to exclude a contractor (and, in limited instances, a bidder or proposer) from city contracting and city approved subcontracting.

City Liaison: Gus Lopez

### Vacancy:

Nataschia Ayers Desh TL 12/31/08

12/31/2003 Commissioner Simon Cruz

Omar Martinez TL 12/31/08

12/31/2003 Commissioner Matti H. Bower

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Bruce	Reich		12/31/2004	Mayor David Dermer	12/31/07
David	Wieder		12/31/2005	Commissioner Jose Smith	12/31/09
Luis	Marcelin		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/07
Matthew	Krieger		12/31/2004	Commissioner Richard L. Steinberg	12/31/09
Melvyn	Schlesser		12/31/2004	Commissioner Saul Gross	12/31/11

Applicants	Position/Title	Applicants	Position/Title
Eric Lampinstein	Chiropractor	Jonathan Beloff	
Martin Wasserman		Michael F. Steffens	Architect
Minette Benson	Knowledge in Planning Process	Robin Lea	

# Board and Committees Current Members

## Design Review Board

Sec. 118.71

### Composition:

Two (2) year term.

Appointed by a minimum of 4 votes.

Seven (7) regular members and two (2) ex-officio members.

The seven (7) regular members shall consist of:

three (3) registered architects,

one (1) registered landscape architect,

one (1) registered architect, professional designer or professional urban planner,

and two (2) citizens at-large.

Residency and place of business in the county. The two (2) citizen-at-large members and one of the registered landscape architects, registered architects, professional designer or professional urban planners shall be residents of the city.

City Liaison: Thomas Mooney

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Gary	Knight	At-large	12/31/2004	City Commission	12/31/09
Gregory	Neville	Registered Architect	12/31/2004	City Commission	12/31/05
Louis	Martinez	At-large	12/31/2005	City Commission	12/31/09
Michael F.	Steffens	Registered Architect	12/31/2005	City Commission	12/31/09
Peter	Chavelier	Urban Land Planner	12/31/2004	City Commission	12/31/08
Ralph	Choeff	Registered Architect	12/31/2005	City Commission	12/31/07
Steve	Lefton	Landscape Architect	12/31/2004	City Commission	12/31/09
Janet Grant-Hyman	ex-officio/Barrier Free Env. Comm.				
Jorge Gomez	ex-officio/ Historic Pres. & Urban Design Director				

Applicants	Position/Title	Applicants	Position/Title
Alan Tempkins	Attorney	Alex David	
Alfredo Sanchez	Architect/Partner	Carlos Prio-Touzet	
Clayton Clavette	Real Estate	Colleen Martin	Attorney
Cristina LaBuzetta		Edward McNally	
Frank Kruszewski		Gus Gutierrez	Design/Landscape/President
Heidi Siegel	Historic Preservation Planner	Howard Gross	
James Silvers	Architect	Jason Hagopian	
Jean-Francois LeJeune	Architecture/Professor	Jeffrey Cohen	
Joan Hage	Real Estate	Jorge Kuperman	Architect
Lillian Ser	Attorney	Louis Martinez	
Lourdes Solera	Registered Architect	Mark Muhlrad	
Neil Levinson	Attorney	Rafael Suarez-Rivas	Attorney
Rony Curvelo	Journalist	Samantha Bratter	
Shareef Malnik	Business Owner	Stephen van Blommestein	
Su Rudy	Designer/Decorator	Theodore Berman	
Timothy Anderson	Landscape Architect	Wyatt Porter-Brown	Architect/ Design

# Board and Committees Current Members

## Fine Arts Board

### Composition:

Fourteen (14) members with Mayor and City Commissioners appointing two (2) members each. The Miami Beach Fine Arts Board promotes the work of contemporary visual and cultural artists, enhances the appreciation for the arts in the community at large, and provides economic stimulation to under served neighborhoods.

City Liaison: Donna Shaw

### Vacancy:

George Neary	TL 12/31/07	12/31/2003	Mayor David Dermer
Cheryl Jacobs	TL 12/31/06	12/31/2002	Mayor David Dermer
	To replace Grace Sherman	12/31/2005	Commissioner Luis R. Garcia, Jr.
	To replace Debra Schwartz	12/31/2004	Commissioner Saul Gross
	To replace Chris Ingalls	12/31/2005	Commissioner Saul Gross
	To replace Marisue Beloff	12/31/2004	Commissioner Jose Smith
	To replace Samantha Bratter	12/31/2004	Commissioner Richard L. Steinberg
	To replace Laura Apte	12/31/2004	Commissioner Luis R. Garcia, Jr.
	To replace Leigh Alvarez	12/31/2005	Commissioner Matti H. Bower

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Dana	Eber		12/31/2005	Commissioner Richard L. Steinberg	12/31/08
Gordon	Saks		12/31/2005	Commissioner Simon Cruz	12/31/10
Jacqueline	Roch		12/31/2004	Commissioner Simon Cruz	12/31/09
Laura	Bruneu		12/31/2005	Commissioner Jose Smith	12/31/05
Randie	Hofer		12/31/2004	Commissioner Matti Herrera Bower	12/31/05

Applicants	Position/Title	Applicants	Position/Title
Alise Johnson	Attorney	Allan Hall	
Archna Monzon	decorating and an eye for art	Armando Trabanco	
Barry Ragone		Bradshaw Lotspeich	
Carol Hoffman (Guzman)		Daniel Ritthaler	
David Silva	Business owner	Dona Zemo	
Edwin Montalvo		Elizabeth Resnick	Magazine Executive
Grace Durbin		Grace Sherman	Art Director
Gus Gutierrez	Design/Landscape/President	Ines Flax	
Jacqueline Lipsky		Jesse Brody	
Leonora Rodriguez-Chomat	Teacher	Marianela Chevalier	
Mark Weithorn		Matthew Krieger	Pres. Publisher/Attorney
Merri Mann		Monica Plaza	
Natalia Reparaz		Nina Weber Worth	Marketing Consultant
Pamela Brandt	Journalist (and musician)	Patricia MacIsaac	Real Estate/Enter. Mgr

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## ***Board and Committees Current Members***

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Patty Hernandez

Peter Page

Susan Brustman

Art/PR/Marketing

Pavlova Greber

Roger Cruz

Timothy Barry

Attorney

Art Gallery Owner

## ***Board and Committees Current Members***

### **Golf Advisory Committee**

Sec. 2-76

#### **Composition:**

The committee shall be composed of twelve (12) members.

Consisting of eleven (11) voting members,

seven (7) by direct appointment by the mayor and city commissioners, and  
four who shall be the presidents of the Bayshore and Normandy Shores Men's and  
Women's Golf Association.

The city manager or his designee shall serve as a non voting ex-officio member.

The chairperson of the Golf Advisory Committee or his designee shall serve as a non-voting, ex-officio member of the Recreational Centers and Parks Facilities Board, to be renamed the Parks and Recreational Facilities Board.

City Liaison: Kevin Smith

#### **Vacancy:**

Lee Teichner TL 12/31/08  
Linda Leibovici TL 12/31/09

12/31/2003 Commissioner Jose Smith  
12/31/2003 Mayor David Dermer

#### **Members:**

<b>Name</b>	<b>Last Name</b>	<b>Position/Title</b>	<b>Term Ends:</b>	<b>Appointed by:</b>	<b>Term Limit:</b>
Brian	Judge		12/31/2004	Commissioner Simon Cruz	12/31/08
Daniel	Spring		12/31/2005	Commissioner Saul Gross	12/31/05
Eugene	Howard		12/31/2004	Commissioner Richard L. Steinberg	12/31/09
Joe	Pallant		12/31/2004	Commissioner Matti H. Bower	12/31/08
Rolando	Rodriguez		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/08

Bernard Frank President of the Normandy Shore Men's Golf Assoc.  
Kevin Smith ex-officio, designee of the City Manager  
Pearl Levine Pres, Normandy Shore's Women's Golf Assoc.  
Scott Lipman/C.Hart President of the Bayshore Men's Golf Assoc.

<b>Applicants</b>	<b>Position/Title</b>	<b>Applicants</b>	<b>Position/Title</b>
Dana Kaufman	Attorney/CPA/Real Estate	Don Israel	
Frank Hammons		Ginny Simon	
Glenn Dryfoos	Sr. VP and Gen. Counsel	Grant Gussin	
Joseph Posnick		Marjorie York	At-Large
Octavio Zubizaretta		Patricia Maclsaac	Real Estate/Enter. Mgr
Paul Hoffman		Phillip Hudson III	
Rolando Rodriguez		Su Rudy	Designer/Decorator

# Board and Committees Current Members

## Health Advisory Committee

Sec. 2-81 2002-  
2258

### Composition:

Eleven (11) voting members. Appointed by the City Commission at-large, upon recommendations of the City Manager:

Two (2) members shall be the chief executive officers (CEO's) or their designated administrators from each of the following local hospitals:

- 1) Mount Sinai Medical Center,
- 2) South Shore Hospital,

One (1) member shall be the Chief Executive Officer (CEO) from Stanley C. Myers Community Health Center or his/her designee administrator;

Two (2) member shall be an administrator from an Adult Congregate Living Facility (ACLF). and/or an Assisted Living Facility (ALF);

One (1) member shall be a representative from the nursing profession;

One (1) member shall be a health benefits provider;

Two (2) members shall be physicians.;

Two (2) members shall be consumers consisting of:

- 1) one (1) individual from the corporate level and ;
- 2) one (1) private individual.

There shall be one (1) non-voting ex-officio representative from each of the following: The Miami Dade County Health Department and the Fire Rescue Department. The director of the Office of the Children's Affairs shall be added as a non-voting ex-officio member of the board.

City Liaison: Cliff Leonard

### Vacancy:

Joyce Galbut	TL12/31/02	Adm. Adult Cong Livn.	12/31/2002	City Commission
	To replace O.L. Alvarez	ACLF	12/31/2004	City Commission
Heidi Azari	12/31/09	Nursing Profession	12/31/2003	City Commission
Daniel Nixon	TL 12/31/07	Private individual	12/31/2003	City Commission
Thomas Gullo	TL 12/31/07	Private individual	12/31/2003	City Commission
Dalia Garcia	TL 12/31/03	Health Provider	12/31/2003	City Commission

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Jorge	Perez	Physician	12/31/2004	City Commission	12/31/09
Kathryn	Abbate	CEO, Stanley Myers (NTL)	12/31/2004	City Commission	
Steven	Sonenreich	CEO/Mt. Sinai/MH (NTL)	12/31/2004	City Commission	
William	Zubkoff	C.E.O.. So. Shore (NTL)	12/31/2004	City Commission	12/31/08
Zalman	Bacheikov	Dentist	12/31/2004	City Commission	12/31/06
Maria Ruiz		ex-officio, Director of Children's Affairs			
Sonia Albury		rep. From the Health Council of South Fla			

Applicants	Position/Title	Applicants	Position/Title
Alexander Jaimes	Chiropractic	Craig Berko	
Craig Carpentieri		David Fink	
Evelyn Manset	Retired	Harriet Feuerman	
Katherine Pener	Retired Teacher	Mark Sinnreich	MD

## ***Board and Committees Current Members***

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Michael Baum

Rafael Velasquez

Rolando Rodriguez

Stephen Zaron

Attorney

Physician/Consumer Private

Nicole Nedd

Ralph Aleman

Stephen Zack

Health Care

Physician/cons priv.



# Board and Committees Current Members

## Health Facilities Authority Board

Sec. 2-111

### Composition:

Four (4) year terms.

Five (5) members shall consist of;

two (2) health providers,

one (1) individual in the field of general business who possesses good standing in the community;

one (1) accountant and;

one (1) attorney.

The chairperson of the Health Advisory Board shall serve as a non-voting advisor to the Authority.

Members shall be residents of the City.

Florida Statute 154.207 No term Limits-4 years.

City Liaison: Patricia Walker

### Vacancy:

	To replace Laurence Herrup	General Business	6/19/2007	City Commission
Mark Sinnreich		Health Provider - TL 05	6/19/2003	City Commission
	Chairperson, Health Advisory Board			

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Arthur	Unger	Accountant	6/19/2004	City Commission	12/31/05
Lawrence	Fuller	Attorney	6/19/2005	City Commission	12/31/05
Michael	Baum	Health Provider	6/19/2006	City Commission	12/31/07

Applicants	Position/Title	Applicants	Position/Title
Jay Parker		Juan Jover	Finance/Marketing
Ralph Aleman	Health Care	Zalman Bacheikov	

# Board and Committees Current Members

## Hispanic Affairs Committee

Sec. 2-190.21

### Composition:

The committee shall consist of seven (7) members, with the Mayor and each Commissioner making one (1) appointment.

The chairperson of the Hispanic Affairs Committee or his/her designee shall serve as a non-voting ex-officio member of the Community Relations Board.

City Liaison: Nannette Rodriguez

### Vacancy:

Esther Amador	TL 12/31/10	12/31/2003	Commissioner Matti H. Bower
	To replace Luis Govantes	12/31/2005	Commissioner Luis R. Garcia, Jr.

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Jacobo	Epelbaum		12/31/2004	Commissioner Jose Smith	12/31/05
Jeannette	Egozi		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Jose	Heres		12/31/2004	Commissioner Saul Gross	12/31/05
Marie	Towers		12/31/2004	Commissioner Simon Cruz	12/31/07
Rafael	Suarez-Rivas		12/31/2004	Mayor David Dermer	12/31/08

Applicants	Position/Title	Applicants	Position/Title
Alberto Rodriguez		Alexander Jaimes	
Carmen Granda		Marta Martinez-Aleman	
Michael Alvarez	Marketing/Personnel	Monica Plaza	
Octavio Zubizaretta		Raul Gorfinkel	
Roger Cruz	Attorney	Rolando Rodriguez	
Rosa Borgen		Sage Hoffman	
Victor Bao	Travel, tourism and marketing		

# Board and Committees Current Members

## Historic Preservation Board

Sec. 118-101

### Composition:

Two (2) year term. Appointed by a minimum of 4 votes.

Seven (7) members. There shall be a member from each of the following categories:

- 1) A representative from the Miami Design Preservation League (MDPL);  
Selected from three names nominated by the League.
- 2) A representative from Dade Heritage Trust (DHT);  
Selected from three names nominated by the Trust.
- 3) One at-large member who owns or manages a property or properties located in one of the city's historic districts;
- 4) One at-large member who resides in one of the city's historic districts;
- 5) An architect registered in the State of Florida with practical experience in the rehabilitation of historic structures;
- 6) A registered architect, registered landscape architect, professional designer or professional urban planner with practical experience in the rehabilitation of historic structures; or an attorney, or a licensed engineer who has professional experience and demonstrated interest in historic preservation.;
- 7) A member of the faculty of a school of architecture in the State of Florida, with academic expertise in the field of design and historic preservation or the history of architecture, with a preference for an individual with practical experience in architecture and the preservation of historic structures.

City Liaison: Thomas Mooney

### Vacancy:

Raul Garcia TL 12/31/04 FIU Professor 12/31/2003 City Commission

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Allan	Hall	Professional/Attorney	12/31/2005	City Commission	12/31/09
Beth	Dunlop	Dade Heritage	12/31/2004	City Commission	12/31/05
Judith	Berson-Levinson	At large	12/31/2004	City Commission	12/31/06
Mitch	Novick	MDPL	12/31/2004	City Commission	12/31/05
Randall	Robinson	At-Large	12/31/2004	City Commission	12/31/05
William	Taylor	Registered Architect	12/31/2005	City Commission	12/31/04

Applicants	Position/Title	Applicants	Position/Title
Cristina LaBuzetta		David Philips	
Donna Bloom	Real Estate Board	Frank Kruszewski	
Gregory Neville	Architect	Gustavo Dezendegui	Attorney
Heidi Siegel	Historic Preservation Planner	Jason Hagopian	
Jeffrey Cohen		Jerry Libbin	
Jorge Kuperman	Architect	Jose Francisco	
Lillian Ser	Attorney	Lourdes Solera	Registered Architect
Maria Guitian	Attorney	Marilys Nepomechie	Architect/Professor
Michael F. Steffens		P. Eaton	
Rafael Suarez-Rivas	Attorney	Samantha Bratter	
Scott Needelman	Apartment Manager/Construction	Sheila Duffy-Lehrman	TV/Film
Su Rudy	Designer/Decorator	Ted Baker	
Theresa D'Amico	Interior Designer	William Medellin	Architect

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# Board and Committees Current Members

## Housing Authority

Reso 7031 421.05  
ES

### Composition:

Four year appointment.

Five (5) members, appointed by the Mayor.

Appointments must be confirmed by the City Commission.

At least one (1) member who shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the housing authority, which member shall be appointed at the time a vacancy exists.

City Liaison: Miguell Del Campillo

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Leonard	Turkel	HA Commissioner	10/11/2007	Mayor David Dermer	10/11/11
Maria Beatriz	Gutierrez	HA Commissioner	10/11/2005	Mayor David Dermer	10/11/08
Milli	Membiela	Lending Director	10/11/2006	Mayor David Dermer	10/11/10
Rosalia	Lopez	Tenant Commissioner	10/11/2004	Mayor David Dermer	10/11/10
Steven	Chaykin	HA Commissioner	10/11/2005	Mayor David Dermer	10/11/09

Applicants	Position/Title	Applicants	Position/Title
Annette Torres		Alfredo Sanchez	Architect/Partner
James Silvers	President, Silvers Design Bldg. Corp.	Anthony Guerra	
Julio Lora		Jerry Libbin	North Beach/Invest, Broker
Patricia Herrera		Maria Roca	
Shannon Guardado		Philip De La Roza	housing authority
Theodore Berman		Stanley Shapiro	
Vincent DeLoach		Valerie Taylor	

# Board and Committees Current Members

## Loan Review Committee

Sec. 2-166

### Composition:

The committee shall consist of seven (7) voting members whom shall be direct appointments by the Mayor and City Commissioners. The finance director or his/her designee and the city manager or his/her designee shall serve as non-voting ex-officio members

A member of the Community Development Advisory Committee (CDAC) shall be designated to serve as a non-voting ex-officio member of the LRC in order to facilitate communications between the LRC and CDAC.

City Liaison: Miguell Del Campillo

### Vacancy:

	ex-officio member of CDAC			
James Gleason	TL 12/31/09	President, CEO	12/31/2003	Mayor David Dermer
Regina Berman	TL 12/31/05		12/31/2003	Commissioner Matti H. Bower
Phillip Brazlavsky	TL 12/31/05		12/31/2003	Commissioner Simon Cruz

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Barry	Ragone		12/31/2005	Commissioner Luis R. Garcia, Jr.	12/31/10
Hope	Fuller		12/31/2004	Commissioner Saul Gross	12/31/08
Jay	Parker		12/31/2004	Commissioner Richard L. Steinberg	12/31/11
Joshua	Levy		12/31/2004	Commissioner Jose Smith	12/31/08
ex-officio member of the CDAC					
Patricia Walker		ex-officio Finance director or his/her designee			

Applicants	Position/Title	Applicants	Position/Title
Barry Josepher		Bryon Richard	
Frank Schwartz		Gustavo Dezendegui	Attorney
James Gleason		Jose Francisco	
Juan Jover	Finance/Marketing	Maria Paulsen	
Martin Wasserman		Michael Alvarez	Marketing/Personnel
Michael O'hara		Milli Membiela	Lending Director

# Board and Committees Current Members

## Marine Authority

Sec. 2-190.46

### Composition:

The marine authority shall consist of seven (7) voting members, who shall be direct appointments by the mayor and city commissioners, and one non voting, ex-officio member of the authority, who shall be a representative of the city marine patrol.

Appointments to the authority shall consist of individuals who have had previous experience in the operation of or inspection of either marine vessels or marine facilities including experience in various types of boat activities, including fishing in the waterways of the city. The members of the marine authority shall have the right and duty to consult with any member of the city administration for technical or other information pertaining to the matters before them.

City Liaison: Janice Pye

### Vacancy:

Stuart Reed	TL 12/31/09	12/31/2003	Mayor David Dermer
	To replace Bernie Navarro	12/31/2005	Commissioner Simon Cruz
	To replace Liliam Lopez	12/31/2005	Commissioner Luis R. Garcia, Jr.

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Barbara	Patchen		12/31/2004	Commissioner Richard L. Steinberg	12/31/05
Jeffrey	Galitz		12/31/2004	Commissioner Jose Smith	12/31/10
Juan	Rodriguez		12/31/2004	Commissioner Matti H. Bower	12/31/07
Morris	Sunshine		12/31/2005	Commissioner Saul Gross	12/31/06

Sgt. Priscilla Grandag ex-officio MB Marine Patrol

Applicants	Position/Title	Applicants	Position/Title
Alberto Muhtar		David Heller	CPA
David Philips		Joseph Villari	
Michael Alvarez	Marketing/Personnel	Patricia MacIsaac	Real Estate/Enter. Mgr
Robert Christoph	President & CEO	Robert Christoph	

# Board and Committees Current Members

## Miami Beach Commission on Status of Women

Sec. 2-190.1

### Composition:

Twenty-one (21) members.

Each of the seven (7) members of the commission shall appoint three (3) members.

The chairperson of the Commission on the Status of Women or its designee shall serve as a non-voting ex-officio member of the Community Relations Board.

City Liaison: Judy Hoanshelt

### Vacancy:

	To replace Lidia Resnick	12/31/2004	Commissioner Saul Gross
Lizette Lopez	TL 12/31/05	12/31/2003	Commissioner Matti H. Bower
Leslie Graff	TL 12/31/07	12/31/2003	Commissioner Matti H. Bower
Donna Bloom	TL 12/31/05	12/31/2003	Commissioner Matti H. Bower
	To replace Vivian Giller	12/31/2005	Commissioner Luis R. Garcia, Jr.
	To replace Karla Marquez	12/31/2004	Commissioner Luis R. Garcia, Jr.
	To replace Jeannette Egozi	12/31/2005	Commissioner Jose Smith

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Allison	Kumble		12/31/2004	Commissioner Richard L. Steinberg	12/31/10
Barbara	Gillman		12/31/2005	Commissioner Simon Cruz	12/31/05
Beth	Gopman		12/31/2005	Mayor David Dermer	12/31/09
Dale	Gratz		12/31/2005	Commissioner Jose Smith	12/31/05
Diana	Susi		12/31/2004	Mayor David Dermer	12/31/05
Dona	Zemo		12/31/2005	Commissioner Saul Gross	12/31/09
Elizabeth	Schwartz		12/31/2005	Commissioner Simon Cruz	12/31/09
Gail	Harris		12/31/2005	Commissioner Richard L. Steinberg	12/31/06
Ida	Percal		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/08
Merrie	Thomas		12/31/2004	Commissioner Richard L. Steinberg	12/31/10
Meryl	Wolfson		12/31/2004	Mayor David Dermer	12/31/05
Monica	Plaza		12/31/2004	Commissioner Jose Smith	12/31/10
Sara	Resnick		12/31/2004	Commissioner Simon Cruz	12/31/05
Sarah	Lenett		12/31/2004	Commissioner Saul Gross	12/31/09

Applicants	Position/Title	Applicants	Position/Title
Beverly Heller	Educator	Christine Morales	
Dolores Order		Elizabeth Resnick	Magazine Executive
Eric Lampinstein	Chiropractor	Evelyn Manset	Retired
Grace Mallah	Realtor	Katherine Pener	Retired Teacher
Laura Apte	School Teacher/Art Adm.	Marjorie York	
Merle Weiss		Nikki Bickley	Exec. Assistant
Regina Suarez		Shannon Guardado	
Sheila Duffy-Lehrman	TV/Film	Su Rudy	Designer/Decorator

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## ***Board and Committees Current Members***

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Terry Granot

BA in Economics/VP Investment Firm



# Board and Committees Current Members

## Miami Beach Cultural Arts Council

Sec. 2-51

### Composition:

Three (3) years term.

Vacancies submitted by slate of candidates provided by the council.

Eleven (11) members to be appointed at-large by a majority vote of the Mayor and City Commission. Effective December 31, 2001, concurrent with the expiration of the terms of six (6) members of the council, and the resulting vacancies thereon, three (3) members shall be appointed for three (3) year terms each, provided that one of those appointments shall be to fill the vacancy of the one (1) year term expiring on December 31, 2001, and three (3) members shall be appointed for two (2) year terms each. Additionally, effective December 31, 2002, no council member may serve more than six (6) consecutive years.

City Liaison: Roberta Behrendt

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Ada	Llerandi		12/31/2005	City Commission	12/31/05
Alfredo	Richards		12/31/2004	City Commission	12/31/09
Jeffrey	Abbatechio		12/31/2004	City Commission	12/31/08
Lidia	Resnick		12/31/2006	City Commission	12/31/09
Liliam	Lopez		12/31/2005	City Commission	12/31/09
Merle	Weiss		12/31/2006	City Commission	12/31/09
Michael	McManus		12/31/2005	City Commission	12/31/08
Nancy	Liebman		12/31/2004	City Commission	12/31/08
Ricky	Arriola		12/31/2006	City Commission	12/31/09
Roger	Abramson		12/31/2004	City Commission	12/31/05
Roymi	Membela		12/31/2006	City Commission	12/31/09

Applicants	Position/Title	Applicants	Position/Title
Farkas		Adam Carlin	
Alise Johnson	Attorney	Barry Chase	
Bradshaw Lotspeich		Bruce Davidson	Attorney
Carol Hoffman (Guzman)		Chenell Tannure	Theater Education
Cheryl Jacobs		Christine Weistead	
Dana Eber	Artist/Therapist	Daniel Ritthaler	
Donna Bloom	Real Estate Board	Edwin Montalvo	
Elizabeth Resnick	Magazine Executive	Evelyn Manset	Retired
Gail Harris	Direct/At-Large	George Neary	
Gerald Mitkowsky		Gertrude Arfa	Clerical/Adm.
Gilbert Squires		Gordon Saks	
Greg Scheinman	TV Producer	Ileana Stefano	Sales & marketing
Jacqueline Lipsky		James Clearwater	Business Owner
Jane Gilbert-Bernstein	Consultant	Jesse Brody	
Jonathan Katzen	Arts Marketing	Joy Malakoff	Senior Vice President
Leigh Alvarez	Marketing	Leonid Feldman	Rabbi
Lisa Palley	President/PR/Marketing	Madeline Fuste	Self-Employed
Maria Alquilar	Board Member - Cultural Arts	Marjorie O'Neill-Butler	
Mark Tamis		Mark Weithorn	

Friday, January 30, 2004

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## ***Board and Committees Current Members***

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Marta Martinez-Aleman		Matthew Krieger	Pres. Publisher/Attorney
Monica Plaza		Nancy Wolcott	
Navin Ramani	Consultant	Nikos Prantzios	Consultant
Nina Weber Worth	Marketing Consultant	P. Eaton	
Pamela Brandt	Journalist (and musician)	Patty Hernandez	
Pavlova Greber		Renae Meltzer	Attorney
Robert Meltzer	Author	Romy Jurado	
Sage Hoffman		Solomon Genet	Associate Attorney
Stanley Worton	MD	Stewart Stewart	Artist
Su Rudy	Designer/Decorator	Sumiko Kuboi	
Susan Brustman		Terry Granot	BA in Economics/VP Investmer
Thomas Bellucci		Todd Tautfest	Finance/Real Estate
Tom Schmitt		Vivian Gonzalez-Doyle	
Zoraida Barreiro	Management		

# Board and Committees Current Members

## Miami Beach Florida Sister Cities

Sec. 2-181

### Composition:

The Coordinating Council is the governing body of the overall Sister Cities Program. The council shall consist of;

two (2) representatives per Sister City affiliation and ,  
four (4) members appointed from the county at large.

The members of the coordinating council shall be residents of the county who are interested in furthering the purpose of the program. Any person interested in furthering the purpose of the program may become a member of an individual sister city committee upon approval by the coordinating council.

To qualify, the person shall present a resume and a letter of interest to the committee chairperson. These members are appointed by the Mayor of the City of Miami Beach for two (2) years. City Liaison: David Dermer

### Vacancy:

Dr. David Lehrman	TL 12/31/10	At-large	12/31/2003	Mayor David Dermer
Roberto DaTorre	TL 12/31/08	Almonte, Spain	12/31/2003	Mayor David Dermer
John Gale	TL 12/31/08	Pescara, Italy	12/31/2003	Mayor David Dermer
Ed Boen	TL 12/31/03	Rio de Janeiro, Brazil	12/31/2003	Mayor David Dermer
Daniela Linden-Retk	TL 12/31/08	Krumlov, Czech Republic	12/31/2003	Mayor David Dermer
Bruce Singer	TL 12/31/08	Fujisawa, Japan	12/31/2003	Mayor David Dermer
Armando Hernandez	TL 12/31/08	Cozumel, Mexico	12/31/2003	Mayor David Dermer
	To replace Racquel Vallejo, Krumlov, Czech Republic		12/31/2004	Mayor David Dermer
Aliza Brenner	TL 12/31/08	Ramat-Gan, Israel	12/31/2003	Mayor David Dermer
Alfredo Rey	TL 12/31/09	Almonte, Spain	12/31/2003	Mayor David Dermer

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Amparo	Vargas	Cozumel, Mexico	12/31/2004	Mayor David Dermer	12/31/07
Bernice	Martinez	At-large	12/31/2005	Mayor David Dermer	12/31/09
Claudia	Dunin	Rio de Janeiro	12/31/2004	Mayor David Dermer	12/31/10
David	Kelsey	At-large	12/31/2004	Mayor David Dermer	12/31/08
George	Safirstein	Santa Marta, Colombia	12/31/2004	Mayor David Dermer	12/31/10
Guillermo	Villar	Ica, Peru	12/31/2004	Mayor David Dermer	12/31/06
Jerrold	Goodman	At-large	12/31/2004	Mayor David Dermer	12/31/06
Nuccio	Nobel	Pescara, Italy	12/31/2004	Mayor David Dermer	12/31/07
Rony	Curvelo	Santa Marta, Colombia	12/31/2005	Mayor David Dermer	12/31/10
Salomon	Yuken	Ica, Peru	12/31/2004	Mayor David Dermer	12/31/06
Stephanie	Trinidad	Fujisawa, Japan	12/31/2004	Mayor David Dermer	12/31/08
Steven	Haas	Ramat-Gan, Israel	12/31/2004	Mayor David Dermer	12/31/07

Applicants	Position/Title	Applicants	Position/Title
Art Santucci	At-large	Carla Datorre	
Sergio Vilhena	Rio De Janeiro, Brazil (1996)	Steven Haas	Ramat-gan, Israel (1971)
Sumiko Kuboi			

## ***Board and Committees Current Members***

### **Normandy Shores Local Gov. Neighborhood Impv.**

**Sec 42**

#### **Composition:**

The Advisory Council shall be appointed by the Board of Directors (City Commission) and composed of three members of the Executive Committee of the Normandy Shores Homeowner Association. On behalf of the Board of Directors, the City Clerk shall solicit from the Executive Committee the eligibility list of its members for appointment consideration. The Advisory Council shall be composed of the three members of the Executive Committee of the Normandy Shores Homeowners Association as per Resolution No. 97-22449 adopted July 2, 1997.

#### **Vacancy:**

Raquel Fuentes	TL 12/31/07	12/31/2003	City Commission
Michael Schwartz	TL 12/31/07	12/31/2003	City Commission
Dick Yousoufian	TL 12/31/07	12/31/2003	City Commission

#### **Members:**

<b>Name</b>	<b>Last Name</b>	<b>Position/Title</b>	<b>Term Ends:</b>	<b>Appointed by:</b>	<b>Term Limit:</b>
New	Member		12/31/2004		

# Board and Committees Current Members

## Oversight Committee for General Obligation Bond

Sec. 2-190.126

### Composition:

Thirteen (13) members consisting of two (2) residents from the following areas:

- 1) North Beach;
- 2) Middle Beach;
- 3) South Beach;
- 4) one (1) member from each of the following organizations:  
the Budget Advisory Committee,  
the Planning Board,  
the Chamber of Commerce,  
the Transportation and Parking Committee,  
the Community Development Advisory Committee (who shall be a voting member),  
one from the Historic Preservation Board (who shall be a voting member),  
one (1) MEMBER FROM THE CITY COMMISSION.

City Liaison: Bob Middaugh

### Vacancy:

Mayor David Derme ex-officio member  
of Transportation  
and Pkg.

Michael Rotbart	TL 12/31/05	North Beach	12/31/2003	City Commission
Amy Rabin	TL 12/31/05	Middle Beach	12/31/2003	City Commission
Frank Del Vecchio	TL 12/31/05	South Beach	12/31/2003	City Commission

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Roberto	Sanchez	North Beach	12/31/2004	City Commission	12/31/05
Scott	Needelman	South Beach	12/31/2004	City Commission	12/31/08
Sherri	Krassner	Middle Beach	12/31/2004	City Commission	12/31/06

Jean-Francois LeJeun Member of the Planning Board)  
Jeryl (Deede) Weithor Budget Advisory Comm.  
Leonard Wien, Jr. Chamber of Commerce  
Mayor David Dermer Member from City Commission  
Mijel Brazlavsky (voting member of the CDAC)  
Mitch Novick (voting member of the Historic Pres. Bd)

Applicants	Position/Title	Applicants	Position/Title
Asandra Lamb		Carl Linder	Attorney/South Beach
Charles Burkett	Middle Beach	Gertrude Arfa	Clerical/Adm./Middle Beach
Judy Gelber	North Beach	Marc Gidney	
Martin Wasserman		Melissa Lorber	South Beach
Michael Francis		Terry Granot	BA in Eco./South Beach

# Board and Committees Current Members

## Parks and Recreational Facilities Board

Sec. 2-171

### Composition:

The board shall be comprised of ten (10) members.

Seven (7) direct appointments made by the mayor and each commissioner.

The chairperson of the following boards/committees or their designees shall serve as nonvoting ex-officio members of the Parks and Recreational Facilities Board:

- 1) Beautification Committee,
- 2) Golf Advisory Committee, and
- 3) Youth Center Advisory Board (See Beach Preservation, ex-officio member.)

Members of the board shall demonstrate interest in the City's Parks and Recreational Facilities and programs through their own participation or the participation of a member of their immediate family.

City Liaison: Kevin Smith

### Vacancy:

ex-officio member,  
Golf Advisory  
Committee  
ex-officio member  
of the Youth Ctr  
Adv. Board

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Barbara	Gelber		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/05
Barbara	Herskowitz		12/31/2004	Commissioner Matti H. Bower	12/31/05
Gary	Heffner		12/31/2004	Mayor David Dermer	12/31/05
Jay	Scharer		12/31/2004	Commissioner Simon Cruz	12/31/10
Michael	Rosenbaum		12/31/2005	Commissioner Jose Smith	12/31/11
Patricia	Maclsaac		12/31/2005	Commissioner Saul Gross	12/31/09
Renaë	Meltzer		12/31/2005	Commissioner Richard L. Steinberg	12/31/09

Helene Owen ex-officio member of the Beautification Committee

Applicants	Position/Title	Applicants	Position/Title
Aaron Tandy		Adam Hall	South Beach/Attorney
Alexander Wilmerding		Amy Agnoli	Attorney
Barry Stein	Attorney	Brian Judge	Mortgage Banker
Bryon Richard		David Silva	Business owner
Glenn Dryfoos	Sr. VP and Gen. Counsel	Jonathan Beloff	
Joseph Villari		Joshua Bratter	Partner
Karen Susman		Lewis Dastis	
Marie Towers		Peter Page	
Robert Wilder		Rolando Rodriguez	
Ron Hirschel		Sheila Duffy-Lehrman	TV/Film
Stanley Worton	MD	Steve Lawrence Waserstein	

# Board and Committees Current Members

## Personnel Board

Sec. 2-190.66

### Composition:

Ten (10) members appointed by a 5/7 vote.

Six (6) of which shall be citizens of Miami Beach not in the employment of the city, each having a different vocation;

and three (3) regular employees of the City of Miami Beach, to be elected by the probationary and regular employees of the city and who shall be elected from the employees of regular status in the respective groups:

Group I shall consist of the employees of the Police Department, Fire Department and Beach Patrol Department,

Group II shall consist of employees who are in clerical and executive positions,

Group III shall consist of all other employees,

The Personnel Director is a non-voting member.

City Liaison: Mayra Buttacavoli

### Vacancy:

Orlando Alvarez, Jr.	TL 12/31/07	12/31/2003	City Commission
Rosalie Pincus	TL 12/31/05	12/31/2002	City Commission
	To replace Eric Lamperstein	12/31/2005	City Commission
Jack Bernstein	TL 12/31/06	12/31/2003	City Commission

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Amy	Perry		12/31/2004	City Commission	12/31/09
Diane	Downs		12/31/2004	City Commission	12/31/09
Jimmy Newton	elected 7/31/03 - exp. 7/31/06 Group III				
Newell Wilder	re-elected 6/18/02 exp. 7/31/05 group I				
Patricia Becerra	re-elected 7/27/01 - exp. 7/31/04 Group II				
T.C. Adderly	Human Resources Director				
Applicants		Position/Title	Applicants		Position/Title
Barbara Woolverton			David Alschuler		Attorney
Iliana Cuba-Gonzalez		Legal Secretary	Jo Asmundsson		
Maria Roca					

# Board and Committees Current Members

## Planning Board

Sec. 118-51

### Composition:

Two (2) year term. Appointed by a minimum of 4 votes.

Seven (7) regular voting members. The voting members shall have considerable experience in general business, land development, land development practices or land use issues.

The board shall at a minimum be comprised of:

one registered architect,

one developer,

one attorney who has considerable experience in land use and zoning issues,

and one person who has education and/or experience in historic preservation issues.

City Liaison: Mercedes Lamazares.

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Carlos	Capote	General Business	12/31/2004	City Commission	12/31/04
Jean-Francois	LeJeune	Architect	12/31/2004	City Commission	12/31/04
Jerry	Libbin	General Business	12/31/2005	City Commission	12/31/07
Joy	Malakoff	Historic Pres.	12/31/2005	City Commission	12/31/09
Pablo	Cejas Jr.	Developer	12/31/2005	City Commission	12/31/08
Theodore	Berman	General Business	12/31/2005	City Commission	12/31/09
Victor	Diaz	Attorney	12/31/2005	City Commission	12/31/06

Applicants	Position/Title	Applicants	Position/Title
Alan Tempkins	Attorney	Alex David	
Alfredo Sanchez	Architect/Partner	Amy Agnoli	Attorney
Anthony Guerra		Augusto Maxwell	retired attorney/SB/Landuse an
Bernie Navarro	Finance/Business	Brian Judge	Mortgage Banker
Clayton Clavette	Real Estate	Colleen Martin	Attorney
Daniel Pearson	Finance/PR	Frank Anmirata	Certified General Contractor
Frank Kruszewski		Gary Knight	
Gilbert Squires		Gustavo Dezendegui	Attorney
Jack Bernstein	Real Estate	Jason Hagopian	
Jason Loeb	Real Estate/Retail	Jeffrey Cohen	
Joe Fontana	Retired	Jorge Rodriguez-Chomat	CPA/Attorney
Joshua Levy	Law Partner	Lazaro Martinez	Real Estate Broker
Leonora Rodriguez-Chomat	Teacher	Lillian Ser	Attorney
Louis Martinez		Mark Muhlrud	
Marta Martinez-Aleman		Michael Gongora	Attorney
Minette Benson	Knowledge in planning process	P. Eaton	
Rafael Suarez-Rivas	Attorney	Robert Arkin	Real Estate
Rony Curvelo	Journalist	Scott Mitchell	Attorney
Shareef Malnik	Business Owner	Steve Lawrence Waserstein	
Steven Kozlowski		Ted Baker	
Theresa D'Amico	Interior Designer		



# Board and Committees Current Members

## Police Citizens Relations Committee

Sec. 2-190.36

### Composition:

The committee shall consist of seventeen (17) members, fourteen (14) of whom shall be voting members.

The members shall be direct appointments with the Mayor and City Commissioners, each making two (2) individual appointments.

One (1) non-voting ex-officio member shall be from the non-administrative personnel of the police department selected by a majority vote of the non administrative personnel.

Two (2) additional non-voting ex-officio members shall be the police chief (or a designee) and the city attorney (or a designee).

The chairperson of the committee or his/her designee shall serve as a non-voting ex-officio member of the Community Relations Board.

The Police/Citizen Relations Committee shall be assigned to the Police Department.

Recommendations for appointment to all voting and non-voting membership selected by the Mayor and Commission shall be obtained from;

the Spanish American League Against Discrimination (S.A.L.A.D.); the League of United Latin American Citizens (L.U.L.A.C.); The Anti-Defamation League, (A.D.L.);

The Dade ActionPac; the National Association for the Advancement of Colored People (NAACP);

the League of Women's Voters,

and any other organizations deemed appropriate.

The voting members of the committee shall have knowledge of and interest in Police Community Relations and their impact on the City of Miami Beach.

City Liaison: Chief Donald Delucca

### Vacancy:

Claire Warren	TL 12/31/08	12/31/2003	Commissioner Matti Herrera Bower
Faye Goldin	TL 12/31/10	12/31/2003	Commissioner Matti H. Bower
Rachel Umlas	TL 12/31/07	12/31/2003	Commissioner Luis R. Garcia, Jr.

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Brad	Krassner		12/31/2004	Commissioner Saul Gross	12/31/10
Carl	Zablotny		12/31/2005	Mayor David Dermer	12/31/09
Frank	Kruszewski		12/31/2005	Commissioner Jose Smith	12/31/09
Hans	Bratt		12/31/2005	Commissioner Simon Cruz	12/31/10
Jonathan	Beloff		12/31/2004	Commissioner Richard L. Steinberg	12/31/10
Kathy	Wolfarth		12/31/2004	Commissioner Richard L. Steinberg	12/31/08
Luis	Norda		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/05
Michael	Finesilver		12/31/2005	Mayor David Dermer	12/31/05
Micky	Ross		12/31/2004	Commissioner Jose Smith	12/31/09
Regina	Suarez		12/31/2004	Commissioner Saul Gross	12/31/09
Sharon	Kersten		12/31/2004	Commissioner Simon Cruz	12/31/07
Alan Weisberg		City Attorney designee			

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## ***Board and Committees Current Members***

Dennis Ward                      non-adm. Personnel of the PD  
Donald DeLucca                Police Chief

<b>Applicants</b>	<b>Position/Title</b>	<b>Applicants</b>	<b>Position/Title</b>
Aaron Tandy		Alberto Muhtar	
Brad Fleet		Carla Datorre	
Glenn Dryfoos	Sr. VP and Gen. Counsel	Grace Mallah	
Joe Pallant		Jose Heres	
Joseph Biglin	To help others	Joseph Posnick	
Karl Kennedy		Luis Herrera	President
Maria Guitian	Attorney	Michael Alvarez	Marketing/Personnel
Michael Rosenbaum		Natascia Ayers Deshayes	
Nick Pietrocarlo		Nikki Bickley	Exec. Assistant
Philip De La Roza		Phillip Hudson III	
Rosalie Pincus	College Counselor	Shelly Bell	
Stephen Cypen		Thomas Bellucci	
Todd Taufest	Finance/Real Estate	Victor Bao	Travel, tourism and marketing

# Board and Committees Current Members

## Production Industry Council

Sec. 2-71

### Composition:

The council shall consist of seven (7) voting members, the Mayor and each Commissioner shall make one direct appointment.

All regular members shall have knowledge of the fashion, film, new media, production, television and or recording industries of the city.

Each of the six (6) industries shall be represented by at least one member, but no more than three (3) members, who are directly involved with that industry.

City Liaison: Dennis Leyva

### Vacancy:

Howard Goldman TL 12/31/09

Production 12/31/2003 Commissioner Matti Herrera Bower

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Lisa	Cole	Public Relations	12/31/2004	Commissioner Saul Gross	12/31/08
Nikos	Prantzios	Production	12/31/2004	Mayor David Dermer	12/31/09
Pamela	Gardiner	At-Large	12/31/2004	Commissioner Richard L. Steinberg	12/31/05
Sheila	Duffy-Lehrman	Television/Film	12/31/2005	Commissioner Simon Cruz	12/31/09
Tammy	Green	Fashion	12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/07
Totty	Saizarbitoria	Music	12/31/2005	Commissioner Jose Smith	12/31/07

Applicants	Position/Title	Applicants	Position/Title
Alexander Wilmerding	New Media	Cristina LaBuzetta	
David Doepel	Production	Greg Scheinman	TV Producer
Joanne Butcher	Film/Production	Keith Hartley	
Mark Muhlrud	Owner/Manager	Michel Vega	
Vivian Gonzalez-Doyle	Journalist		

## Board and Committees Current Members

### Public Safety Advisory Committee

2002-24765

#### Composition:

The Committee shall be constituted for a period of one (1) year with the Commission opting to extend this period at the conclusion of the one (1) year in which the Committee has met.

The committee shall composed of;

seven (7) members who shall be direct appointees by the Mayor and City Commissioners.

Each member shall be a resident or a representative or member of the business community.

The Committee will act as policy advisers in the area of community and public safety for both the City Commission and the Administration.

City Liaisons: Chief Don DeLucca and Chief Floyd Jordan.

#### Vacancy:

To replace Bruce Reich

12/31/2005 Mayor David Dermer

Tony Rodriguez TL 12/31/09

12/31/2003 Commissioner Luis R. Garcia, Jr.

Manuel Diaz, Jr. TL 12/31/09

12/31/2002 Commissioner Matti H. Bower

#### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Frank	Schwartz		12/31/2005	Commissioner Richard L. Steinberg	12/31/10
Jose	Manzanares		12/31/2004	Commissioner Simon Cruz	12/31/10
Mark	Weithorn		12/31/2005	Commissioner Saul Gross	12/31/09
Ronald	Rosenbaum		12/31/2005	Commissioner Jose Smith	12/31/11

Applicants	Position/Title	Applicants	Position/Title
Aaron Tandy		Brian Giller	
Cemal Egilmez		Jane Vasiliou	
Joseph Biglin	To help others	Luis Herrera	President
Raul Gorfinkel		Vincent DeLoach	

# Board and Committees Current Members

## Safety Committee

Sec. 2-176

### Composition:

Committee consists of fourteen (14) members who shall be direct appointments, two (2) appointments shall be made by the Mayor and each Commissioner.

The members shall have knowledge of and interest in the safety of the citizens of the city. City

Liaison: Ron Caplan

### Vacancy:

Benjamin Brody	TL 12/31/08	12/31/2003	Commissioner Matti Herrera Bower
	To replace Norman Giller	12/31/2005	Commissioner Richard L. Steinberg
	To replace Alfredo Sanchez	12/31/2004	Commissioner Matti H. Bower
	To replace Ginny Simon	12/31/2004	Commissioner Saul Gross
	To replace Manuel Warszawski	12/31/2005	Mayor David Dermer
	To replace Phillip Hudson III	12/31/2004	Commissioner Simon Cruz

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Antonio	Purrinos		12/31/2005	Commissioner Simon Cruz	12/31/08
Carla	Datorre		12/31/2005	Commissioner Richard L. Steinberg	12/31/09
Daniel	Vaisman		12/31/2005	Commissioner Jose Smith	12/31/09
Eugenio	Martinez		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/09
Gertrude	Arfa		12/31/2004	Commissioner Luis R. Garcia, Jr.	12/31/09
Mitchell	Korus		12/31/2005	Commissioner Saul Gross	12/31/09
Silvia	Rotbart		12/31/2004	Commissioner Jose Smith	12/31/08
Sixto	Sierra		12/31/2004	Mayor David Dermer	12/31/09

Applicants	Position/Title	Applicants	Position/Title
Adam Hall	South Beach /Attorney	Barry Stein	Attorney
Craig Berko		Edward Barberio	
Frank Schwartz		Jane Hayes	
Jose Heres		Jose Manzanares	
Luciano "Lucky" Llanos		Manuel Diaz, Jr.	
Marc Lichtman		Mark Weithorn	
Robin Lea		Stephen Cypen	
Zeiven Beitchman	Phsycologist		

# Board and Committees Current Members

## Transportation and Parking Committee

Sec. 2-190.91

### Composition:

Committee shall consist of nineteen (19) members.

The Mayor and City Commissioners shall each make one (1) appointment, with the other members of the committee to be composed of members from the following community organizations, each of which must designate a permanent coordinating representative:

- 1) Miami Beach Chamber of Commerce's Transportation and Parking Committee,
- 2) Miami Beach Development Corporation,
- 3) Ocean Dr. Association,
- 4) Washington Ave Task Force,
- 5) Miami Design Preservation League,
- 6) North Beach Development Corporation,
- 7) Mid-Beach Community Association,
- 8) South Pointe Adv. Board to the Red. Agency, (dissolved by RDA Res. No. 443-2003.
- 9) Lincoln Rd Marketing, Inc.,
- 10) Miami Beach Transportation Management Assoc.
- 11) Miami Beach Convention Center/TOPA (SMG); and
- 12) Middle Beach Partnership, Inc. d/b/a 41st Street-Middle Beach Partnership.

A member of the City administration, the City of Miami Beach Parking Director, and Transportation Coordinator shall serve as non-voting ex-officio members.

On an annual basis, the members of the committee shall elect a chairman and such other officers as may be deemed necessary or desirable, who shall serve at the will of the committee.

The members of the voting committee shall have knowledge of and interest in Transportation and Parking and their impact on the City of Miami Beach.

The members of the board shall be officially designated by their respective organization, and letters certifying that designation shall be forwarded to the Miami Beach City Clerk.

City Liaison: Saul Frances

### Vacancy:

To replace Gary Knight  
ex-officio member  
of city  
administration  
To rep. Linda Polansky rep.  
Wash. Ave Task  
Force

12/31/2004 Commissioner Matti H. Bower

Tamra Sheffman TL 12/31/09

12/31/2003 Commissioner Luis R. Garcia, Jr.

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Alan	Fishman		12/31/2005	Commissioner Richard L. Steinberg	12/31/10
Minette	Benson		12/31/2004	Commissioner Jose Smith	12/31/08
Ron	Bernesky		12/31/2005	Commissioner Simon Cruz	12/31/10
Stephen	Nostrand		12/31/2005	Commissioner Saul Gross	12/31/07
Steven	Kozlowski		12/31/2004	Mayor David Dermer	12/31/10

## ***Board and Committees Current Members***

Delvin Fruit	Rep. Middle Beach Home Owner's Assoc. - 12/31/03
Erika Brigham	Rep. MDPL - 12/31/03
Gerald Schwartz	Rep. For MBCC 12/31/04
Howie Gross	Rep. For NBDC 12/31/03
Jeffrey Bradley	Rep. for MBCDC 12/31/04
Judy Evans	Rep. For MBTA 12/31/03
Marlo Courtney	Rep. For the Ocean Dr. Imp. Assoc. 12/31/2004
Martin Hyman	Rep. For Middle Beach Partnership 12/31/2003
Robert Warren	Rep. Lincoln Road Marketing Assoc. 12/31/03
Saul Frances	ex-officio, Parking Director
Steve Clark	Rep. For the MB Conv. Ctr./TOPA (SMG) 12/31/03

<b>Applicants</b>	<b>Position/Title</b>	<b>Applicants</b>	<b>Position/Title</b>
Bernice Martinez		Brad Fleet	
Cesar Garcia-Pons		Dana Kaufman	Attorney/CPA/Real Estate
David Silva	Business owner	Eric Lampinstein	Chiropractor
Esther Amador		Frank Kruszewski	
Harriet Feuerman		Ines Flax	
Jeffrey Cohen		Judith Berson-Levinson	Designer/Real Estate
Karl Kennedy		Kenneth Carsto	
Laurence Schatz	Senior Vice-President	Mitchell Korus	Realtor
Navin Ramani	Consultant	Nikos Prantzios	Consultant
Roymi Membiela		Stanley Worton	MD
Stephen Cypen		Su Rudy	Designer/Decorator
Zeiven Beitchman	Phsycologist		

# Board and Committees Current Members

## Visitor and Convention Authority

Sec. 102-246

### Composition:

Two (2) year term. Appointed by a minimum of 4 votes.

Seven (7) member who shall be permanent residents of Miami-Dade County.

The seven (7) members of the authority shall be representative of the community as follows:

1) Not less than two (2) nor more than three (3) members shall be representative of the hotel industry;

2) and the remaining members none of whom shall be representative of the hotel industry, shall represent the community at-large. Any member of the authority or employee therefore violating or failing to comply with provisions of this article shall be deem to have vacated his office or position.

City Liaison: Grisette Roque.

### Vacancy:

Orlando Velazquez	JTL 12/31/06	Hotel	12/31/2003	City Commission
Leslie Zigel	TL 12/31/06	Attorney	12/31/2003	City Commission
Stephen Hertz	TL 12/31/06	At-Large	12/31/2003	City Commission
Wendy Hart	TL 12/31/03	Hotel Industry	12/31/2003	City Commission

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Elsie	Howard	At-Large	12/31/2004	City Commission	12/31/04
Jeff	Lehman	Hotel Industry	12/31/2004	City Commission	12/31/05
Steven	Haas	General Manager	12/31/2004	City Commission	12/31/08

Applicants	Position/Title	Applicants	Position/Title
Anthony Guerra		Alberto Rodriguez	
Brian Kraus	General Mgr/Hotel Operator	Barbara Gillman	General Business/Art Galley
Edith Serrano-Malnik		Diane Star Heller	
Gustavo Dezendegui	Attorney	Gerald Mitkowsky	
Henri Spiegel	Attorney	Harriet Feuerman	
Jeffrey Cohen		Jeff Bechdel	
Jose Manzanares		Jorge Rodriguez-Chomat	Attorney/CPA
Maria Roca		Maria Diez	
Michael Francis		Matthew Krieger	Pres. Publisher/Attorney
Navin Ramani	Consultant	Mitchell Korus	General Business/Real Estate
Renae Meltzer	Attorney	Nikki Bickley	Exec. Assistant
Stanley Shapiro		Shelly Bell	
Victor Bao	Travel, Tourism and Marketing	Terry Granot	BA in Economics/VP Investmer



# Board and Committees Current Members

## Youth Center Advisory Board

Sec. 2-186

### Composition:

The board shall consist of ten (10) members, seven (7) of whom shall be voting members affiliated with the Scott Rakow Youth Center. Two (2) student resident users of the facility shall serve as non-voting ex-officio members; one (1) of these student users must attend a middle school, and the other must attend a high school. The director of the office of children's affairs shall serve as a non-voting ex-officio member. The chairperson of the Youth Center Advisory Board or his designee shall serve as a non-voting, ex-officio member of the Recreational Centers and Parks Facilities Board, to be renamed the Parks and Recreational Facilities Board.

City Liaison: Ellen Vargas

### Vacancy:

Laura (Atara) Eig	TL 12/31/10	12/31/2003	Commissioner Simon Cruz
	ex-officio student President of a (Middle School)		
	ex-officio student President of a (High School)		
	To replace Amy Agnoli	12/31/2005	Commissioner Saul Gross
	To replace Luis Salom	12/31/2004	Commissioner Luis R. Garcia, Jr.
Dennis Bruce	TL 12/31/09	12/31/2003	Commissioner Matti H. Bower

### Members:

Name	Last Name	Position/Title	Term Ends:	Appointed by:	Term Limit:
Ellen	Peterson		12/31/2004	Commissioner Richard L. Steinberg	12/31/08
Lisa	Austin		12/31/2004	Mayor David Dermer	12/31/06
Moni	Cohen		12/31/2005	Commissioner Jose Smith	12/31/08
		ex-officio student res. Of a ( High School)			
		ex-officio student res. Of a (Middle School)			
Maria Ruiz		ex-officio Dir. Of Children's Affairs			

Applicants	Position/Title	Applicants	Position/Title
Alexander Wilmerding		Carl Linder	Attorney
Eliana Poveda-Stone		Leslie Rosenfeld	
Romy Jurado			

## **R9 - New Business and Commission Requests**

- R9A(1) Appointments To The Art In Public Places Committee.
- R9A(2) Appointments To The Board Of Adjustment.
- R9A(3) Appointments To The Budget Advisory Committee.
- R9A(4) Appointments To The Health Advisory Committee.
- R9A(5) Appointments To The Health Facilities Authority Board.
- R9A(6) Appointments To The Historic Preservation Board.
- R9A(7) Appointments To The Normandy Shores Local Government Neighborhood Improvement.
- R9A(8) Appointments To The Oversight Committee For General Obligation Bond.
- R9A(9) Appointments To The Personnel Board.
- R9A(10) Appointments To The Visitor & Convention Authority.

AGENDA ITEM R9A1-10  
DATE 2-4-04

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**R9 - New Business and Commission Requests**

R9B(1)	Dr. Stanley Sutnick Citizen's Forum.	(1:30 p.m.)
R9B(2)	Dr. Stanley Sutnick Citizen's Forum.	(5:30 p.m.)

AGENDA ITEM R9B1+2  
DATE 2-4-04

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cc: CMC  
LC



**CITY OF MIAMI BEACH  
OFFICE OF THE MAYOR & COMMISSION  
MEMORANDUM**

**TO: JORGE M. GONZALEZ  
CITY MANAGER**

**FROM: SIMON CRUZ**   
**COMMISSIONER**

**DATE: JANUARY 5, 2004**

**RE: AGENDA ITEM**

---

**Please place on the January 14<sup>th</sup>, 2004 City Commission Agenda for discussion, the possibility of giving Consulates stationed in Miami-Dade County parking permits. This request came to me by the Consulate General of Spain.**

SC/ml

Agenda Item R9C  
Date 2-4-04

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RECEIVED  
04 JAN 29 PM 1:08  
CITY MANAGER'S  
OFFICE

## CITY OF MIAMI BEACH

Office of the Mayor  
Interoffice Memorandum

**To: JORGE M. GONZALEZ**  
**CITY MANAGER**

**From: DAVID DERMER**  
**MAYOR**

A handwritten signature in black ink, appearing to be 'DD' with a large loop, positioned over the name 'DAVID DERMER'.

**Date: JANUARY 29, 2004**

**Subject: DISCUSSION REGARDING CONVENTION DEVELOPMENT TAX**

Please place an item on the February 4, 2004 City Commission meeting to discuss the current status of the Convention Development Tax negotiations.

**DD/ess**

c: Christina Cuervo  
Assistant City Manager

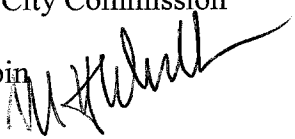
Agenda Item R9D  
Date 2-4-04



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COMMISSION MEMORANDUM

TO: Mayor David Dermer and DATE: February 4, 2004  
Members of the City Commission

FROM: Murray H. Dubbin  
City Attorney 

SUBJECT: Request by the law firm of Boies, Schiller & Flexner LLP for a waiver of conflict of interest by the law firm in representing Mallory Kauderer in matters before the Special Master and administratively only.

---

The law firm of Boies, Schiller & Flexner LLP has requested the City to grant a waiver of Conflict of Interest in representing Mallory Kauderer in matters before the Special Master and administratively only (see attached letter). These Kauderer matters concern a club called Jade, located at 1766 Bay Drive, which has been cited by Code Compliance for improper use of the second floor of the building. Boies, Schiller & Flexner LLP currently represents the City in the Royal World litigation.

The Florida Bar Rule of Professional Conduct states:

Rule 4-1.7 Conflict of Interest; General Rule

(a) Representing Adverse Interests.

A lawyer shall not represent a client if the representation of that client will be directly adverse to the interest of another client, unless:

- (1) the lawyer reasonably believes the representation will not adversely affect the lawyer's responsibilities to and relationship with the other client; and
- (2) each client consents after consultation.

The current representation of the City in the Royal World litigation is wholly unrelated to the Kauderer matters.

This waiver, if the Commission wishes to grant it, may be accomplished by a simple Motion approved by the Commission.

MHD/ym  
Attachment

Agenda Item B9E  
Date 2-4-04

December 19, 2003

City of Miami Beach  
1700 Convention Center Drive  
4<sup>th</sup> Floor, Legal Department  
Miami Beach, Florida 33139

**RE: Waiver of Conflict of Interest**

Dear Sir or Madam:

The City of Miami Beach has retained our firm in connection with various litigation, which are presently ongoing. The purpose of this letter is to confirm that the City of Miami Beach (the "City") waives any conflict of interest that may exist or arise as a result of our firm's representation of Mallory Kauderer, individually and any entities he is affiliated with, which may be affected directly and/or indirectly by this Agreement entities (collectively hereinafter referred to as "Kauderer") in matters before the Special Master and administratively only.

The purpose of this letter is to confirm that the City waives any conflict of interest that may exist or arise as a result of our firm's representation of Kauderer in these matters. While we know of no reason why we cannot represent Kauderer, unless you waive this actual or apparent conflict of interest, we may be placed in a position where we will be prevented from representing Kauderer in these matters. Accordingly, upon execution hereof, the City confirms its waiver of any and all conflicts, and any and all rights that you may otherwise have to claim that any conflict of interest exists, as a result of, with respect to, or in connection with, Boies, Schiller & Flexner, LLP (the "Firm's") representation of the City of Miami Beach and Kauderer, or any of his affiliates.

The City is knowingly and voluntarily waiving any conflict of interest in connection with these proceedings and releases and relinquishes any and all claims against the Firms and its attorneys relating to any conflict of interest arising, or purportedly arising, from its representation. However, this waiver does not apply to litigation in Circuit or District Courts.

City of Miami Beach  
December 19, 2003  
Page 2

Please sign this letter where indicated below and return it to me to acknowledge your full and complete waiver, as set forth above. If you have any further questions or concerns, please contact me.

Very truly yours

BOIES, SCHILLER & FLEXNER, LLP.

By:   
BRUCE ALAN WEIL

**UNDERSTOOD, ACKNOWLEDGED  
AND AGREED:**

\_\_\_\_\_  
Authorized Representative  
For City of Miami Beach

Dated: \_\_\_\_\_

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## **R9 - New Business and Commission Requests**

R9F Discussion Regarding Possible Settlement Of Angelo Paloumbis Vs. City Of Miami Beach, Case No. 3D02-809, Third District Court Of Appeal Of Florida.

(City Attorney's Office)

**(Documents in Legal - To be Submitted)**

AGENDA ITEM R9F  
DATE 2-4-04

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## **R9 - New Business and Commission Requests**

- R9G Discussion Regarding Possible Settlement Of Claude Tunc And Martine Tunc, As Personal Representatives Of The Estate Of Stephanie Tunc, And Sandrine Tunc Vs. City Of Miami Beach, Case No. 03-21813 CA 20, 11th Judicial Circuit Court Of Florida.  
(City Attorney's Office)  
**(Documents in Legal - To be Submitted)**

AGENDA ITEM R9G  
DATE 2-4-04



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**CITY OF MIAMI BEACH**  
**OFFICE OF THE MAYOR & COMMISSION**  
**MEMORANDUM**

**TO:** Jorge Gonzalez  
City Manager

**FROM:** Saul Gross  
Commissioner

**DATE:** January 29, 2004

**RE:** Agenda Item

---

Please place on the February 4<sup>th</sup> commission agenda a reconsideration of the 4-2 vote, with Commissioner Cruz absent, of the second reading public hearing ordinance dealing with the CCC District/Waiver of Development Regulations. Since Commissioner Cruz was absent for the vote taken at the last meeting, it makes sense to have the matter reconsidered when all members of the Commission present, as this could affect the outcome.

SG/ma

Agenda Item R9H  
Date 2-4-04

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH AMENDING CHAPTER 142, "LAND DEVELOPMENT REGULATIONS," OF THE CITY CODE; DIVISION 7. "CCC, CIVIC AND CONVENTION CENTER DISTRICT," IN ORDER TO ALLOW WAIVERS OF DEVELOPMENT REGULATIONS BY A FIVE-SEVENTHS VOTE OF THE CITY COMMISSION FOR DEVELOPMENTS PERTAINING TO GOVERNMENT-OWNED OR LEASED BUILDINGS, USES AND SITES WHICH ARE WHOLLY USED BY, OPEN AND ACCESSIBLE TO THE GENERAL PUBLIC, OR USED BY NOT-FOR-PROFIT, EDUCATIONAL, OR CULTURAL ORGANIZATIONS, OR FOR CONVENTION CENTER HOTELS, OR CONVENTION CENTER HOTEL ACCESSORY GARAGES, OR CITY UTILIZED PARKING LOTS, PROVIDED THEY ARE CONTINUALLY USED FOR SUCH PURPOSES; AND TO AMEND THE PUBLIC NOTICE REQUIREMENTS FOR SUCH WAIVERS. PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, as provided in City Code Sections 142-361 and -362, the purpose of the CCC District is for "the facilities necessary to support the convention center," and the district allows as main permitted uses: "parking lots, garages, performing arts and cultural facilities; hotel; merchandise mart; commercial or office development; landscape open space; parks, [and] any use not listed above shall only be approved after the City Commission holds a public hearing"; and

**WHEREAS**, the regulations that exist in the CCC, Civic and Convention Center district do not parallel those in the GU, Government Use district, although the properties within both districts are government-owned or leased; and

**WHEREAS**, in order to create consistency in the City Code relative to regulations for government-owned or leased properties it is necessary to amend the CCC regulations in the Code; and

**WHEREAS**, the proposed amendments will achieve consistency between the GU and CCC districts.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**Section 1.** That Chapter 142, Zoning Districts and Regulations, Division 7, CCC Civic and Convention Center District, Section 142-367, Notice of public hearing; vote, is hereby amended as follows:

Sec. 142-367. Notice of public hearing; vote.

When a public hearing is required before the City Commission, either to approve a use not listed in section 142-362, or to waive development regulations, the public notice shall be advertised in a newspaper of general paid circulation in the ~~community~~ city at least fifteen (15) days prior to the hearing. ~~Thirty Fifteen~~ days prior to the public hearing date, both a description of the request, and the time and place of such hearing shall be posted on the property; notice shall also be given by mail to the owners of land lying within 375 feet of the property ~~and the advertisement shall be placed in the newspaper~~. A five-sevenths vote of the City Commission is required to approve a use or waiver that is considered under this ~~subsection~~ regulation.

**Section 2.** That Sections 142-368 – 142-390. Reserved, is hereby amended as follows:

Sec. 142-368. Waivers.

Following a public hearing, the development regulations required by these Land Development Regulations, except for the historic preservation and design review processes, may be waived by a five-sevenths vote of the City Commission for developments pertaining to governmental owned or leased buildings, uses and sites which are wholly used by, open and accessible to the general public, or used by not-for-profit, educational, or cultural organizations, or for convention center hotels, or convention center hotel accessory garages, or city utilized parking lots, provided they are continually used for such purposes. Notwithstanding the above, no CCC property may be used in a manner inconsistent with the comprehensive plan. In all cases involving the use of CCC property by the private sector, or joint government/private use, development shall conform to all development regulations in addition to all applicable sections contained in these land development regulations and shall be reviewed by the planning board prior to approval by the City Commission. All such private or joint government/private uses are allowed to apply for any permitted variances. Private or joint government/private uses shall not be eligible to waive any regulations as described in this paragraph, except for not-for-profit, educational, or cultural organizations with 501C (3) designation under the U.S. Internal Revenue Code as set forth herein.

Secs. 142-369 368– 142-390 Reserved.

### **SECTION 3. REPEALER.**

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

**SECTION 4. CODIFICATION.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

**SECTION 5. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 6. EFFECTIVE DATE.**

This Ordinance shall take effect ten days following adoption.


**PASSED** and **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2003.

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

APPROVED AS TO  
FORM AND LANGUAGE  
& FOR EXECUTION

 12-17-03  
City Attorney Date

First Reading: December 10, 2003  
Second Reading:

Verified by: \_\_\_\_\_  
Jorge G. Gomez, AICP  
Planning Director

Underscore denotes new language  
~~Strikethrough~~ denotes deleted language

F:\PLAN\PLB\draft ordinances\1626 ccc waiver ord revised by cc.doc

## CITY OF MIAMI BEACH NOTICE OF A PUBLIC HEARING



NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, January 14, 2004, at 10:45 a.m., to consider the following:

AN ORDINANCE AMENDING CHAPTER 142 "LAND DEVELOPMENT REGULATIONS" OF THE CITY CODE, DIVISION 7, CCC CIVIC AND CONVENTION CENTER DISTRICT, OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY CODE IN ORDER TO ALLOW WAIVERS OF DEVELOPMENT REGULATIONS BY A FIVE-SEVENTHS VOTE OF THE CITY COMMISSION FOR DEVELOPMENTS PERTAINING TO GOVERNMENT-OWNED OR LEASED BUILDINGS, USES AND SITES WHICH ARE WHOLLY USED BY, OPEN AND ACCESSIBLE TO THE GENERAL PUBLIC, OR USED BY NOT-FOR-PROFIT, EDUCATIONAL, OR CULTURAL ORGANIZATIONS, OR FOR CONVENTION CENTER HOTELS, OR CONVENTION CENTER HOTEL ACCESSORY GARAGES, OR CITY UTILIZED PARKING LOTS, PROVIDED THEY ARE CONTINUALLY USED FOR SUCH PURPOSES; AND TO AMEND THE PUBLIC NOTICE REQUIREMENTS FOR SUCH WAIVERS, PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND EFFECTIVE DATE.

Inquiries may be directed to the Planning Department at (305)673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk  
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

(Ad #0234)



THURSDAY - DEC. 25, 2003  
NEIGHBORS - PAGE 17

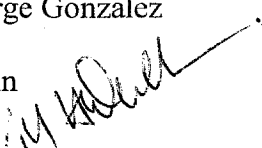
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**OFFICE OF THE CITY ATTORNEY  
CITY OF MIAMI BEACH**

**TO:** Mayor David Dermer  
Members of the City Commission  
City Manager Jorge Gonzalez

**FROM:** Murray H. Dubbin  
City Attorney 

**SUBJECT:** Notice of Closed Executive Sessions

**DATE:** January 28, 2004

---

Pursuant to Section 286.011, Florida Statutes, a Closed Executive Session will be held during lunch recess of the City Commission meeting on February 4, 2004 in the City Manager's large conference room, Fourth Floor, City Hall, to discuss pending litigation on the following cases:

West Side Partners, Ltd., a Florida limited partnership; East Coastline Development, Ltd., a Florida limited partnership; 404 Investments, Ltd., a Florida limited partnership; Azure Coast Development, Ltd., a Florida limited partnership; Beachwalk Development Corporation, a Florida corporation; Portofino Real Estate Fund, Ltd., a Florida limited partnership; St. Tropez Real Estate Fund, Ltd., a Florida limited partnership; and Sun & Fun, Inc., a Florida corporation, vs. City of Miami Beach, a Florida municipal corporation. Eleventh Judicial Circuit, General Jurisdiction, Case No. 98-13274 CA-30.

East Coastline Development, Ltd., a Florida limited partnership vs. City of Miami Beach, a Florida municipal corporation. Circuit Court of the Eleventh Judicial Circuit of Florida, General Jurisdiction Division, Case No. 01-26231 CA 32 (removed to US Dist. Court, So. Dist. of Fla. Case No. 01-4921 CIV-MORENO)

East Coastline Development, Ltd., a Florida limited partnership, and Catherine F. Colonnese, a registered voter in the City of Miami Beach, Florida, vs. City of Miami Beach, a Florida municipal corporation. Circuit Court of the Eleventh Judicial Circuit of Florida, General Jurisdiction Division, Case No. 01-25812 CA 30 (on Appeal in Third District Court of Appeal Case No. 3DO1-3350)

East Coastline Development, Ltd vs. City of Miami Beach and the State of Florida, Department of Community Affairs. State of Florida, Division of Administrative Hearing Case No. 02-3283


The following individuals will be in attendance: Mayor David Dermer; Members of the Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith and Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Chief Deputy City Attorney Donald M. Papy, First Assistant City Attorney Debora Turner, First Assistant City Attorney Gary Held, Special Counsels Richard Ovelmen and Dan Paul.

Agenda Item B/10A  
Date 2-4-04

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**OFFICE OF THE CITY ATTORNEY  
CITY OF MIAMI BEACH**

**TO:** Mayor David Dermer  
Members of the City Commission  
City Manager Jorge Gonzalez

**FROM:** Murray H. Dubbin   
City Attorney

**SUBJECT:** Notice of Closed Executive Session

**DATE:** January 28, 2004

---

Pursuant to Section 768.28, Florida Statutes, a Closed Executive Session will be held during lunch recess of the City Commission meeting on February 4, 2004, to discuss the following Risk management case:

**Angelo Paloumbis vs. City of Miami Beach, a municipal corporation.**  
The District Court of Appeal, Third District, Case No. 3D02-809

The Closed Executive Session will be held in the City Manager's large conference room, Fourth Floor, City Hall.

cc: Risk Management

Agenda Item R10B  
Date 2-4-04

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INFORMATION  
ITEMS

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ITEMS

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: STATUS REPORT ON THE REHABILITATION PROJECT OF THE  
EXISTING BUILDING AND THE ADDITION TO FIRE STATION NO. 2**

The improvements being made to Fire Station No. 2 include full historic renovation of the existing facility, and an additional facility that will include apparatus bays and living quarters. Early last calendar year, it was determined that it was necessary to construct two new water tanks and demolish the existing water tank located within the Public Works Yard before the construction on the Fire Station could begin. As a result, the water tanks and related pump station were added to the Jasco Construction Company (Jasco) Construction Manager at Risk Contract. STA Architectural Group (STA) is the architect/engineer (A/E) for the Fire Station components and Camp Dresser & McKee (CDM) is the A/E for the water tanks/pump station components.

Construction on the Water Tanks and Pump Station Project began on June 9, 2003. Jasco has made good progress on the installations and is currently within schedule. The completion of this portion of the Project is expected in early spring of 2004. The City re-evaluated the previous proposal from Jasco for the Fire Station portion of the Project as previously directed by the City Commission. In addition, the CIP Office commissioned an independent estimate for the Project in order to further facilitate the evaluation of the overall costs for the new Fire Station, including the Emergency Operations Center (EOC) and the renovation of the existing historic building.

CIP completed the evaluation of the Jasco proposal for the Fire Station portion of the Project and has compared it with the independent estimate. In addition, the City met with the Project's consultant, STA Architectural group (STA) in order to obtain their comments on the proposal and the estimate as well. This evaluation and review included the suggested value engineering items proposed by Jasco as well as other possible value engineering items. CIP and STA also examined those items which Jasco stated were additional to the original scope of the Project at the time it was awarded to them. The review determined which items were valid and have included those agreed upon in the Project. Some of these items have to do with finishes and furniture, fixture and equipment, but the more important one is the construction of the EOC which was originally not budgeted.

On November 25, 2003, Jasco presented to the City the final proposal for GMP which included the renovation of the existing building, the construction of a new fire station including the EOC, and the necessary modifications to the site as planned. On December 10, 2003, the City Commission approved the Guaranteed Maximum Price, in the amount of

**Agenda Item** A

**Date** 2-4-04

\$8,096,580, awarded the contract to Jasco, and appropriated the additional funding necessary to complete the Project. The timetable for the construction of the new Fire Station, etc. is to begin immediately after the completion of the Water Tanks and Pump Station Project in the Spring of 2004.

Currently the Administration and the City Attorney's Office are working with the attorney for Jasco to complete the scope definition and the parameters of the Agreement. The Agreement will be presented to the City Clerk and Mayor for execution once completed. Completion is expected in late February 2004. This timeline is well within the expected timeline for the construction for the Fire Station.

  
JMG/RCM/JH/NEC  
T:\AGENDA\2004\Feb04\Regular\Fire Station No. 2 Status Report.doc

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** STATUS REPORT ON FIRE STATION NO. 4 PROJECT

### Past Events

The City Commission, on July 2, 2003, issued a directive to the Administration to pursue the Certificate of Appropriateness for Demolition of the existing building. The Historic Preservation Board (HPB) approved a motion to recommend to the City Commission that the building be demolished. The HPB also approved a motion authorizing the revisions to the previously approved new building, and added some requirements with regard to landscaping, breeze block, monument, and curb/swale/sidewalk configuration.

At its meeting of September 10, 2003, the City Commission considered the HPB recommendation and approved a resolution setting a public hearing to consider granting a Certificate of Appropriateness for Demolition. This is the same process utilized by the HPB when it considers the demolition of a historic building. On October 15, 2003, the City Commission held a public hearing and voted to approve a Certificate of Appropriateness for the demolition of the fire station.

The Consultant has developed and submitted drawings for the full demolition of the existing fire station. Carivon Construction Inc. was selected through the Job Order Contracting (JOC) Program to demolish the existing building. The drawings for the demolition of the existing fire station have been approved. However, due to the ordinance requirements regarding demolition of structures within historic sites, a demolition permit cannot be issued, and the City cannot demolish the existing Fire Station building until a building permit on the new Fire Station is issued.

As soon as the plans for the new Fire Station are approved by the Building Department, estimated to be in early February 2004, Carivon has agreed to pull the permit on the new building and to demolish the existing building. The Planning Department has recently requested that the landscape design be changed from what was presented with the permit documents by the Consultant. Additional services have been authorized to MC Harry for the re-design and the new documents will be presented to the Planning Department and the Building Department as soon as they are ready. This means that demolition is now estimated to occur in late March 2004, but this date is dependent upon the Building Department review process noted above.

Agenda Item

B

Date

2-4-04



### **Status Update**

The construction drawings for the new fire station were submitted to the appropriate City departments. Comments have been received, and the consultant is coordinating a response to address the comments still outstanding for final review and permit, and will resubmit the construction drawings as appropriate.

The seawall restoration at the Fire Station No. 4 site is also being added to the project. The construction drawings for the seawall restoration are currently being reviewed by Miami-Dade Environmental Resource Management (DERM) and will likely also be permitted in the same time frame. The restoration will be added to the bid documents for construction under the same contract, which provides greater efficiency. This portion of the project is being funded by the Shoreline and Seawall Rehabilitation Program portion of the General Obligation Bond.

It is anticipated that the bid for construction of the new fire station and seawall will be issued in February 2004, with construction to start in the spring of 2004.

JMG/RCM/TH/klm

T:\AGENDA\2004\Feb0404\Regular\Fire Station No. 4 Update 2-2-04.doc

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: STATUS REPORT ON THE SCOTT RAKOW YOUTH CENTER**

On January 9, 2004 a Temporary Certificate of Occupancy (TCO) was issued for phase I of this project, allowing occupancy and use of the Ice Skating facility, with certain restrictions described below.

The new general contractor on this project, F&L Construction, began work to complete the outstanding items needed to obtain a TCO on December 16, 2003. As of the writing of this memo, F&L has completed all items necessary for TCO, and others, including:

- Level floor at restroom entrance
- Install ADA signs at restrooms
- Installation of key cores (door locks) throughout facility
- Construct temporary ADA ramp at viewing area
- Construct enclosure for phase II materials left on site
- Insulation of A/C ducts that exhibit condensation beneath de-humidifier
- Construct partition wall to separate ticket booth from gymnasium
- Inspect, fasten & replace bolts for heat wheel catwalk
- Replace battery packs for emergency lights
- Relocate exit sign at gymnasium
- Install emergency lighting on north exterior wall
- Insulation of hot gas lines on rooftop
- Cap two existing scuppers, and install two new roof scuppers
- Extension of A/C condensation lines to drains
- Provide and install roof drain covers
- Bolt down exterior ammonia tank
- Provide sign to temporarily eliminate north exit
- Adjust doors and hardware at various locations
- Install benches in interior locker rooms
- Troubleshoot and repair two existing rooftop de-humidifiers

The Building and Fire Departments were able to grant a TCO by imposing certain limitations on the use of the building. Such restrictions include the exclusion of exterior bathrooms and the ticket booth area from the TCO, eliminating the use of one emergency exit, and limiting the number of occupants to 150 people.

**Agenda Item** C

**Date** 2-4-04

The exterior bathrooms remain closed due to an ADA issue involving a minimum clearance of 18" between the edge of a door and an adjacent wall. Only 12" of clearance exists because one of the walls was built in the wrong location. Since correcting this problem will likely require relocation of the wall, the bathrooms are to remain closed until the work is completed.

The ticket booth area has also been excluded from the TCO because a number of mechanical problems exist in that area, including a louver and bathroom exhaust that must be relocated to the exterior of the building. Since the louver provides ventilation to an FP&L vault, the work must be coordinated with FP&L and is expected to take several more weeks to complete.

The emergency exit to the north of the ice rink opens to a grassy area that slopes down to the adjacent street. The fire code requires that an exit shall lead people safely to a public way, which in this case is the adjacent street. The slope of the grassy area outside the exit exceeds the maximum slope allowable. Therefore, a concrete sidewalk with steps and handrails down to the street must be provided. This requires a plan to be developed by the engineer, to be submitted to the Building Department for approval prior to construction. Because this process will take several weeks to complete, the exit has been temporarily eliminated from public use until the sidewalk is built. The remaining two exits serve the project, but the occupancy load is limited to 150 people.

The work currently continues on a number of items that are necessary to complete the project and obtain a full certificate of occupancy (CO). The items that remain outstanding include the following:

- Relocation of an A/C condenser unit to roof top of ticket booth
- Relocation of FP&L louver to building exterior
- Relocation of bathroom exhaust to building exterior
- Construction of north exit egress sidewalk
- Installation of automatic door openers or relocation of wall at exterior bathroom
- Additional screening for rooftop mechanical equipment
- Replacement of dead trees
- Installation of missing landscaping
- Test and balance of chiller room A/C (may require additional ventilation)
- Complete louver installation from 2nd story mechanical room at building entrance
- Repair Broken A/C unit and heat wheel
- Relocation of electrical conduit on roof
- Punch list items, including painting

The Construction of decorative fins on the building exterior is a required design element to obtain a CO on the building. Since the fins are an expensive and long-lead time decorative items, City staff is currently exploring the possibility of having an Art in Public Places project featured on the wall of the ice rink building in lieu of installing the fins. The funds that would otherwise be spent on the fins, may be better utilized to restore the rest of the

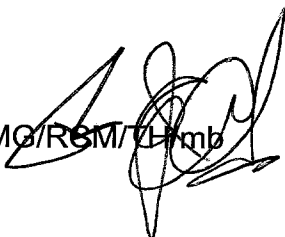
Scott Rakow Youth Center facility, which is in critical need of rehabilitation.

The art project would have to be approved by the AIPP committee, and subsequently, the Design Review Board would have to approve the removal of the fins as a required item for the project.

Since the ice rink's opening on January 13, 2004, the following attendance has been recorded:

DATE	PARTICIPANTS	PROGRAM
Tuesday, January 13, 2004	150	(Grand Opening)
Wednesday, January 14, 2004	45	Public Session 3:30 – 5:30 pm
Thursday, January 15, 2004	40	Public Session 3:30 – 5:30 pm
Friday, January 16, 2004	2	Stick and Puck 6:20 – 7:20 pm
Friday, January 16, 2004	2	Public Session 8:00 – 10:00 pm
Saturday, January 17, 2004	25	Public Session 3:10 – 5:30 pm
Saturday, January 17, 2004	1	Stick and Puck 5:45 – 6:45 pm
Sunday, January 18, 2004	35	Public Session 1:00 – 2:50 pm
Sunday, January 18, 2004	65	Public Session 3:10 – 5:30 pm
Monday, January 19, 2004	---	Closed (City Holiday)
Tuesday, January 20, 2004	42	Public Session 3:10 – 5:30 p.m.
Wednesday, January 21, 2004	45	Public Session 3:30 – 5:30 pm
Thursday, January 22, 2004	40	Public Session 3:30 – 5:30 pm
Friday, January 23, 2004	2	Stick and Puck 6:20 – 7:20 pm
Friday, January 23, 2004	1	Public Session 8:00 – 10:00 pm
Saturday, January 24, 2004	27	Public Session 3:10 – 5:30 pm
Saturday, January 24, 2004	1	Stick and Puck 5:45 – 6:45 pm
Sunday, January 25, 2004	70	Public Session 1:00 – 2:50 pm
Sunday, January 25, 2004	40	Public Session 3:10 – 5:30 pm

This is the last regular report to be presented on each City Commission Agenda on this project, unless specifically requested. Regular status updates on this project are provided on the monthly G.O. Bond Meeting agenda package and on the quarterly report to the Finance and Citywide Projects Committee.

JMG/RBM/THmb  


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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 04, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject: INFORMATIONAL REPORT TO THE MAYOR AND CITY COMMISSION,  
ON FEDERAL, STATE, MIAMI-DADE COUNTY, AND ALL EXISTING CITY  
CONTRACTS FOR RENEWAL OR EXTENSIONS IN THE NEXT 180 DAYS.**

The City Commission adopted Resolution No. 2000-24141, which provided that all existing city contracts for renewal or extensions, which by their terms or pursuant to change orders exceed \$10,000, and all extensions or renewals of such contracts, shall be presented as an informational report to the Mayor and City Commission, at least 180 days prior to the contract extension or renewal date. Subsequent thereto, the City Commission adopted Resolution No. 2001-24332, changing the reporting requirement from \$10,000 to \$25,000.

The administration in addition to reporting on all existing City contracts, will now report information relative to Miami-Dade County, State of Florida and Federal GSA contracts that are approved for utilization by the City Manager. Pursuant to information contained in Miami-Dade County, State of Florida and Federal General Services Administration (GSA) bid list, the following are contracts that will expire within the next 180 days:

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
1.	The Management and Operation of the Colony Theatre	Concert Association	04/18/2004	Two year renewal remaining to 04/18/2006
2.	Professional Service Agreement to provide Structural Engineering Plans Processing Services	H.J. Ross Associates; DMJM Harris, Inc and Balsara and Associates, Inc.	05/29/2004	Two(2) 1- year renewal remaining 05/29/06
3.	Boat Motors and Accessories (State)	TNT Custom Marine Inc.	07/31/2004	None

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4.	Automatic Transmission Exchange (Miami-Dade)	EAB Investment	05/31/2004	One year renewal remaining 05/31/2005
5.	Window Tinting (Automotive) (Miami-Dade)	World of Auto Tinting	04/02/2004	One year renewal remaining 04/02/2005
6.	Uniform For Miami Dade Police Department (Miami-Dade)	Elbeco Inc; Harrison Uniforms; Gold Nugget dba Argo Uniform, Inc; Jules Bros Uniform, Inc, Fecheimer Brother Co.	02/29/2004	One year renewal remaining 02/29/2005
7.	Armed and Unarmed Security Services	Armor Security Inc	03/20/2004	Two(2) 1year renewal remaining 03/20/2006
8.	Playground Equipment (Miami-Dade)	Park Structures Inc	02/28/2004	Two(2) 1year renewal remaining 02/28/2006
10.	Investigative and Adjusting Services for Tort Liability Claims and Worker Compensation Claims.	Horizon Investigation, Inc and Johns Eastern Co.	05/29/2004	Two(2) 1year renewal remaining 05/29/2006

JMG:PDW:GL

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